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FILED
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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY ________ DEPUTY

Attorneys for Respondents
INTERACTIVE DATA CORP. and
INTERACTIVE DATA PRICING AND
REFERENCE DATA, INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

DODGER, INC.; GOLD, INC.; BORUJ, INC.; and SALOMON HELFON TUACHI, Petitioners, v. INTERACTIVE DATA CORP.; INTERACTIVE DATA PRICING AND REFERENCE DATA, INC.; and DOES 1 through 10, Inclusive, Respondents.	CASE NO. '08 CV 1476 JM POR **NOTICE OF REMOVAL; SUPPORTING DECLARATION** [28 U.S.C. §§ 1332 and 1441] [Superior Court of San Diego Case No. 37-2008-00056017-CU-PT:NC]

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332 and 1441, Respondents INTERACTIVE DATA CORP. and INTERACTIVE DATA PRICING AND REFERENCE DATA, INC. (collectively, "Respondents"), hereby remove the above-captioned action, presently pending in the Superior Court of the State of California for the County of San Diego as Case No. 37-2008-00056017-CU-PT:NC, to the United States District Court for the Southern District of California. As grounds for removal to this Court, Respondents state as follows:

FACTUAL BACKGROUND

1. On July 1, 2008, Petitioners DODGER, INC., GOLD, INC., BORUJ, INC., and SALOMON HELFON TUACHI filed this action against Respondents in the Superior Court of the State of California for the County of San Diego and captioned it as set forth above. A true and correct copy of Petitioners' pleading and supporting materials is attached hereto as Exhibit A. Service was not effectuated until July 15, 2008. See Paragraph 7, infra.

2. Respondent INTERACTIVE DATA CORP. is a provider of financial market data, analytics and related services to financial institutions, active traders and individual investors. Its businesses supply real-time market data, pricing, evaluations and reference data for millions of securities traded around the world, including hard-to-value instruments. See Declaration of Sigal Lewkowicz ("Lewkowicz Decl.") ¶ 3 (attached hereto as Exhibit B).

3. Respondent INTERACTIVE DATA PRICING AND REFERENCE DATA, INC., a subsidiary of Respondent INTERACTIVE DATA CORP., is a source to the institutional investment community for market data and financial information. It collects, edits, maintains, and delivers data on more than 6 million securities, including daily evaluations for approximately 2.5 million fixed income and international equity issues. See Lewkowicz Decl. ¶ 4.

4. In their pleading, Petitioners seek to enforce a subpoena *duces tecum* ("the Subpoena") issued to Respondents in a Financial Industry Regulatory Authority ("FINRA") arbitration proceeding. See Ex. A at A6. Respondents are not parties to the arbitration. See Lewkowicz Decl. ¶ 6.

5. The Subpoena was issued on April 25, 2008. See Ex. A ¶ 8.

6. Respondents have declined to provide the documents requested in the Subpoena because the Subpoena was exceptionally burdensome and unreasonable in that it was served two business days prior to the due date; its requests are enormously overbroad; and producing responsive documents would be unduly

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burdensome and costly for Respondents, who are not parties to the arbitration, and who have had no opportunity to object to the scope of the subpoena before the arbitration panel. Moreover, the subpoena is not enforceable, as it purports to seek pre-hearing discovery from a non-party in aid of a FINRA arbitration subject to the Federal Arbitration Act. 9 U.S.C. § 7.

7. Petitioners served a copy of their initial pleading in this matter on Respondents on July 15, 2008, via Federal Express. Neither Respondent had received a copy of that pleading before such service. This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b) because it is filed within thirty days after such service.

8. This Court is the appropriate court to which Petitioners' action may be removed, pursuant to 28 U.S.C. § 1446(a), because it is the "district court of the United States for the district and division within which such action is pending." Petitioners filed their action in San Diego, California, and it remains pending there as of the date of this notice.

9. The petition attached hereto as Exhibit A is the only document that has so far been filed in this matter.

10. A copy of this Notice of Removal will be filed contemporaneously with the Clerk of the Superior Court of the State of California for the County of San Diego, and will be served contemporaneously upon all counsel of record, as required by 28 U.S.C. § 1446(d).

JURISDICTION

11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because: (1) no petitioner and respondent are citizens of the same state and (2) the amount in controversy exceeds $75,000 exclusive of interest and court costs.

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Los Angeles

There Exists Complete Diversity of Citizenship

12. Both Respondents are Delaware corporations whose principal places of business are located in Bedford, Massachusetts. See Lewkowicz Decl. ¶ 5. Thus, for purposes of 28 U.S.C. §§ 1332 and 1441, each Respondent is a citizen of both the State of Delaware and the Commonwealth of Massachusetts. See 28 U.S.C. § 1332(c)(1). Neither Respondent is a citizen of California.

13. Petitioners DODGER, INC., GOLD, INC., and BORUJ, INC., are each corporations chartered on the Island of Nevis whose principal places of business are located in Mexico City, Mexico. See Articles of Incorporation and Shareholder Resolutions of Dodger, Inc., (attached hereto as Exhibit C) at C126 and C128; see Bylaws of Gold, Inc., (attached hereto as Exhibit D) at D131; see Articles of Incorporation and Shareholder Resolutions of Boruj, Inc., (attached hereto as Exhibit E) at E152 and E156. Thus, for purposes of 28 U.S.C. §§ 1332 and 1441, each is a citizen of both the Island of Nevis and of Mexico. See 28 U.S.C. § 1332(c)(1).

14. Upon information and belief, Petitioner SALOMON HELFON TUACHI, is a citizen either of the State of California or of Mexico.

15. The supposed defendants named as "DOES 1 through 10, Inclusive" are sued under fictitious names whose alleged citizenship is to be disregarded for purposes of removal jurisdiction. 28 U.S.C. § 1441(a).

The Amount in Controversy Exceeds $75,000

16. Through this action, Petitioners seek: (1) an order to show cause why Respondents should not be held in contempt for declining to collect and produce the subpoenaed documents, (2) an order enforcing the Subpoena, (3) their costs and attorneys fees in bringing this action. See Ex. A at A6.

17. Respondents can demonstrate by a preponderance of the evidence that the amount put in controversy by Petitioners exceeds $75,000 (exclusive of interest and court costs) because: (1) the collection, review, and production of the

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documents and information requested in the Subpoena is likely to cost Respondents significantly more than that amount, see Lewkowicz Decl. ¶¶ 6–9, and (2) the Petitioners seek substantial attorneys' fees from Respondents, see Ex. A at 5.

18. Specifically, as set forth in the accompanying Declaration, the costs of responding to the first request in the Subpoena would be well in excess of $1.6 million, without taking into account any attorneys' fees associated with review and production. See Lewkowicz Decl. ¶¶ 6–8. See McCauley v. Ford Motor Co. (In re Ford Motor Co./Citibank (S.D.), N.A., Cardholder Rebate Program Litig.), 264 F.3d 952, 958 (9th Cir. 2001) (explaining that amount in controversy required to establish diversity jurisdiction is satisfied if defendant demonstrates that it will be forced to expend more than the jurisdictional threshold in order to comply with the order that plaintiff seeks) (citing, *inter alia*, Ridder Bros. Inc., v. Blethen, 142 F.2d 395, 398–99 (9th Cir. 1944)).

19. Moreover, the attorneys' fees Petitioners have requested must also be taken into account. "The Ninth Circuit clearly considers attorneys' fees when assessing amount in controversy." Simmons v. PCR Technology, 209 F. Supp. 2d 1029, 1034 (N.D. Cal. 2002) (citing, *inter alia*, Galt G/S v. JSS Scandinavia, 142 F.3d 1150, 1155–56 (9th Cir. 1998)). "The court determines the amount in controversy based on the damages that can reasonably be anticipated at the time of removal. Similarly, the measure of fees should be the amount that can reasonably be anticipated at the time of removal, not merely those already incurred." Id. at 1035. Thus, when considering attorneys' fees in the amount in controversy, a court must reasonably anticipate what fees a party may be forced to pay at the lawsuit's conclusion. Petitioner's attorneys have not provided information regarding the costs incurred or anticipated in connection with this matter; however, those costs will add to the substantial costs of production discussed above and in the accompanying Declaration, which clearly exceed the jurisdictional minimum.

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Attorneys at Law
Los Angeles

WHEREFORE, Respondents Interactive Data Corp. and Interactive Data Pricing and Reference Data, Inc., respectfully remove this action from the Superior Court of the State of California for the County of San Diego (Case No. 37-2008-00056017-CU-PT:NC) to the United States District Court for the Southern District of California. Respondents further pray that: (1) pursuant to 28 U.S.C. § 1447, this Court proceed in this action as if this action had originally been filed in this Court and (2) further proceedings in the state court action be stayed in all respects.

McDERMOTT WILL & EMERY LLP
ATTORNEYS AT LAW
LOS ANGELES

Dated: August 13, 2008

McDERMOTT WILL & EMERY LLP

By: [signature]
Brandon J. Roker
Attorneys for Respondents
Interactive Data Corp. and Interactive
Data Pricing and Reference Data, Inc.

McDermott Will & Emery LLP
Attorneys At Law
Los Angeles

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EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	325 S. Melrose
MAILING ADDRESS:	325 S. Melrose
CITY AND ZIP CODE:	Vista, CA 92081
BRANCH NAME:	North County
TELEPHONE NUMBER:	(760) 201-8012
PLAINTIFF(S) / PETITIONER(S):	Dodger Inc et al
DEFENDANT(S) / RESPONDENT(S):	Interactive Data Corp. et al
DODGER INC. VS. INTERACTIVE DATA CORP.	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00056017-CU-PT-NC

Judge:

Department: N-12

COMPLAINT/PETITION FILED: 07/01/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141 10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10 THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

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SUPERIOR COURT OF SAN DIEGO

COUNTY OF SAN DIEGO

North County Branch

DODGER INC.; GOLD, INC.; BORUJ, INC., and SALOMON HELFON TUACHI,

Petitioners,

v.

INTERACTIVE DATA CORP.; INTERACTIVE DATA PRICING AND REFERENCE DATA, INC., and DOES 1 through 10, Inclusive,

Respondents.

Case No. 37-2008-00056017-CU-PT-NC

PETITION FOR ORDER TO SHOW CAUSE *re* CONTEMPT FOR FAILURE TO COMPLY WITH SUBPOENA ISSUED BY FINRA ARBITRATOR and DECLARATION OF COUNSEL
(Pursuant to California Code of Civil Procedure Sections 1282.6, 1283.05, 1285)

I. **PARTIES, JURISDICTION, and VENUE**

1. DODGER INC.; GOLD, INC.; and BORUJ, INC. are companies primarily engaged in generating income through the purchase and maintenance of safe income-producing investments. SALOMON HELFON TUACHI ("TUACHI") is an individual investing for the primary purpose of conservatively generating income and perserving retirement assets. DODGER INC.; GOLD, INC.; BORUJ, INC., and TUACHI are collectively referred to as PETITIONERS herein. Authorized representatives of PETITIONERS invested in securities instruments through Arieh Manor, who at all relevant times was a registered broker licensed by the National Association of Securities Dealers, CRD No. 2289262, and was employed by Brookstreet Securities. At all relevant times, Arieh Manor was

located in and communicated with authorized representatives of PETITIONERS in San Diego.

2. Respondent INTERACTIVE DATA CORPORATION aka INTERACTIVE DATA PRICING AND REFERENCE DATA, INC. (hereinafter, "RESPONDENT" or "IDC") is a corporation licensed to and doing business in California and in the County of San Diego with a business office within the subpoena power of this Court.

II. FACTUAL ALLEGATIONS

3. On July 16 and 27, 2007, PETITIONERS instituted the FINRA arbitration proceedings entitled *Dodger, Inc. v. Brookstreet Securities Corporation, National Financial Services LLC; Fidelity Investments Company, Arieh Manor, Stanley Brooks; and Clifford Popper*, FINRA Case No. 07-02060, and *Gold, Inc., Boruj, Inc., and Salomon Helfon Tuachi v. Brookstreet Securities Corporation; National Financial Services LLC; Fidelity Investments Company; Arieh Manor; Stanley Brooks; and Clifford Popper*, FINRA Case No. 07-02185.[1]

4. PETITIONERS submitted NASD Dispute Resolution Arbitration Submission Agreements requiring that the claims they have arising out of the sale of securities must be heard in arbitration before the Financial Industry Regulatory Authority ("FINRA").[2] The Financial Industry Regulatory Authority (FINRA) was created in July 2007 when the National Association of Securities Dealers (NASD) merged with the self-regulatory functions of the New York Stock Exchange (NYSE).

5. The Statements of Claim in the underlying arbitration proceeding allege claims of securities fraud, breach of fiduciary duty, fraud and deceit, constructive fraud; breach of contract, negligence, unfair business practices and elder abuse arising out of the sale of securities to PETITIONERS.

6 RESPONDENT provided pricing information on the securities sold to PETITIONERS by Brookstreet Securities Corporation; National Financial Services LLC; Fidelity Investments Company; Arieh Manor; Stanley Brooks; and Clifford Popper, respondents in the underlying FINRA arbitration.

---

[1]Exhibit "A" to the accompanying Declaration of Counsel.

[2]Exhibit "B" to the accompanying Declaration of Counsel.

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7. Pursuant to the Chairman's Scheduling Order,[3] the underlying Consolidated FINRA Arbitration Proceeding is to be held in the San Diego judicial district.

8. On or about April 25, 2008, the Chairman of the FINRA arbitration issued a subpoena to RESPONDENT.[4]

9. The subpoena was properly served on RESPONDENT.

10. On May 2, 2008, counsel for RESPONDENT wrote counsel for PETITIONER stating that RESPONDENT would not comply with the subpoena.[5]

11. Counsel for PETITIONERS attempted to meet and confer with counsel for RESPONDENT by way of letter dated June 3, 2008.[6]

12. Counsel for RESPONDENT wrote again on June 10, 2008 confirming RESPONDENT's refusal to comply with the Chairman's subpoena.[7]

13. On June 11, 2008, counsel for PETITIONERS sought confirmation from counsel for RESPONDENT that further attempts to meet and confer would not alter RESPONDENT's refusal to comply with the subpoena.[8]

14. On June 13, 2008, counsel for RESPONDENT confirmed that RESPONDENT would not comply with the subpoena.[9]

III. AUTHORITY FOR PETITION

15. The underlying Consolidated FINRA Arbitration Proceeding is subject to the California Arbitration Act (CAA), California Code of Civil Procedure §§ 1280 *et seq*.

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[3] Exhibit "C" to the accompanying Declaration of Counsel.

[4] Exhibit "D" to the accompanying Declaration of Counsel.

[5] Exhibit "E" to the accompanying Declaration of Counsel.

[6] Exhibit "F" to the accompanying Declaration of Counsel.

[7] Exhibit "G" to the accompanying Declaration of Counsel.

[8] Exhibit "H" to the accompanying Declaration of Counsel.

[9] Exhibit "I" to the accompanying Declaration of Counsel.

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16. Under the CAA, arbitrators have power to issue subpoenas for witnesses and for production of documents, records and evidence. Such subpoenas are enforceable by the trial courts. (CCP § 1282.6 – "Subpoenas shall be served and enforced" in compliance with CCP §§ 1985-1997; see 9 USC § 7 – summon(s) in writing ... served in same manner as subpoenas to appear and testify" in court; Stolt-Nielsen SA v. Celanese AG (2nd Cir. 2005) 430 F3d 567, 577. If no underlying civil action is pending, a new court proceeding may be instituted, such as the instant petition for Order to Show Cause *re* Contempt.

17. California Code of Civil Procedure[10] section 1283.05, subdivision (a) expressly incorporates section 2020.010, and therefore gives the arbitrator enforcement authority over deposition subpoenas of **nonparties**, and states (emphasis added):

> (a) Any of the following methods may be used to obtain discovery within the state from a person **who is not a party** to the action in which the discovery is sought:
>
> (1) An oral deposition under Chapter 9 (commencing with Section 2025.010).
>
> (2) A written deposition under Chapter 11 (commencing with Section 2028 010)
>
> (3) A deposition for production of business records and things under Article 4 (commencing with Section 2020 410) or Article 5 (commencing with Section 2020.510)
>
> (b) Except as provided in subdivision (a) of Section 2025.280, the **process by which a nonparty is required to provide discovery is a deposition subpoena.**

18. As set forth in the accompanying Declaration of Counsel, PETITIONERS sought to compel compliance with the subpoena. The Chairman upheld the order issuing the subpoena[11] and RESPONDENT refuses to comply therewith.

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[10] All statutory references herein are to the California Code of Civil Procedure.

[11] Exhibit "J" to the accompanying Declaration of Counsel.

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IV. PRAYER FOR RELIEF

WHEREFORE, PETITIONER prays that this court issue an Order to Show Cause why respondent should not be held in contempt for not complying with the subpoena, an Order enforcing the subpoena, an Order compelling RESPONDENT to comply with the subpoena, for the costs and attorneys fees incurred bringing this petition, and for such other further relief as the court deems just and proper.

Dated: June 30, 2008

MILLER & MILOVE

Christopher J. Hayes
Attorneys for Petitioner

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Attorneys for Claimants

SUPERIOR COURT OF SAN DIEGO

COUNTY OF SAN DIEGO

North County Branch

DODGER INC.; GOLD, INC.; BORUJ, INC., and SALOMON HELFON TUACHI, Petitioners, v. INTERACTIVE DATA CORP.; INTERACTIVE DATA PRICING AND REFERENCE DATA, INC., and DOES 1 through 10, Inclusive, Respondents.	Case No. **DECLARATION OF COUNSEL IN SUPPORT OF PETITION FOR ORDER TO SHOW CAUSE *re* CONTEMPT FOR FAILURE TO COMPLY WITH SUBPOENA ISSUED BY FINRA ARBITRATOR** (Pursuant to California Code of Civil Procedure Sections 1283.05, 1285)

I, Brian D. Miller, state and declare:

1. I am an attorney licensed to practice before all courts in the state of California and a partner in the law firm of Miller & Milove, counsel for Petitioners herein. I make this declaration in support of Petitioners' Petitioner for Order to Show Cause *re* Contempt for Failure to Comply with Subpoena Issued by FINRA arbitrator The following is true of my own knowledge and I could and would testify competently thereto.

2. On July 16 and July 27, 2007, PETITIONERS instituted the FINRA arbitration proceedings entitled *Dodger, Inc v. Brookstreet Securities Corporation; National Financial Services*

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LLC; Fidelity Investments Company; Arieh Manor; Stanley Brooks, and Clifford Popper, FINRA Case No 07-02060, and *Gold, Inc, Borvj, Inc, and Salomon Helfon Tuachi v. Brookstreet Securities Corporation; National Financial Services LLC; Fidelity Investments Company; Arieh Manor, Stanley Brooks, and Clifford Popper*, FINRA Case No. 07-02185. True and correct copies of the Statements of Claim in the instant case are attached hereto at Exhibit "A."

3. PETITIONERS submitted NASD Dispute Resolution Arbitration Submission Agreements requiring that the claims they have arising out of the sale of securities must be heard in arbitration before the Financial Industry Regulatory Authority (hereinafter, "FINRA").[1] True and correct copies of PETITIONERS' Submission Agreements are attached hereto at Exhibit "B."

4. The Statements of Claim were consolidated before the FINRA arbitration panel.

5. The Statements of Claim in the underlying Consolidated FINRA Arbitration Proceedings allege claims of securities fraud, breach of fiduciary duty, fraud and deceit, constructive fraud, breach of contract, negligence, unfair business practices and elder abuse arising out of the sale of securities to PETITIONERS by the respondents therein.

6. The RESPONDENT to the instant petition, INTERACTIVE DATA CORPORATION aka INTERACTIVE DATA PRICING AND REFERENCE DATA, INC (hereinafter, "RESPONDENT" or "IDC"), provided pricing information on the securities sold to PETITIONERS by FINRA arbitration respondents Brookstreet Securities Corporation; National Financial Services LLC; Fidelity Investments Company; Arieh Manor; Stanley Brooks; and Clifford Popper.

7. Pursuant to the Chairman's Scheduling Order, a true and correct copy of which is attached hereto at Exhibit "C," the underlying Consolidated FINRA Arbitration Proceeding is to be held in the San Diego judicial district.

8. RESPONDENT IDC is and was located in and licensed to conduct business within this judicial district and is subject to the jurisdiction of this court

[1] The Financial Industry Regulatory Authority (FINRA) was created in July 2007 when the National Association of Securities Dealers (NASD) merged with the self-regulatory functions of the New York Stock Exchange (NYSE).

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9. On or about April 25, 2008, the Chairman of the Consolidated FINRA Arbitration issued a subpoena to RESPONDENT. The subpoena ordered RESPONDENT to produce certain documents to PETITIONERS. The subpoena seeks, among other things, correspondence and pricing data by and between RESPONDENTS and the respondents in the underlying FINRA arbitration. As determined by the Chairman upon issuance of the subpoena, such documents are central to PETITIONERS' claims. A true and correct copy of that subpoena is attached as Exhibit "D" to the accompanying Declaration of Counsel.

10. The subpoena was properly served on RESPONDENT.

11. On May 2, 2008, counsel for RESPONDENT sent me a letter stating that RESPONDENT would not comply with the subpoena. A true and correct counsel of this May 20, 2008 letter is attached hereto as Exhibit "E."

12. I attempted to meet and confer with counsel for RESPONDENT by way of letter dated June 3, 2008. A true and correct copy of my June 3, 2008 letter is attached hereto as Exhibit "F."

13. Counsel for RESPONDENT sent another letter dated June 10, 2008 confirming RESPONDENT's refusal to comply with the Chairman's subpoena. A true and correct copy of this June 10, 2008 letter is attached hereto as Exhibit "G."

14. On June 11, 2008, I faxed a letter to counsel for RESPONDENT seeking confirmation that RESPONDENT would not comply with the subpoena. A true and correct copy of this June 11, 2008 letter is attached hereto as Exhibit "H."

15. On June 13, 2008, counsel for RESPONDENT faxed and mailed a letter confirming that RESPONDENT would not comply with the subpoena. A true and correct copy of RESPONDENT's June 13, 2008 letter is attached hereto as Exhibit "I."

16. Pursuant to the FINRA rules, the parties corresponded with the Chairman of the Consolidated FINRA Arbitration Proceeding on PETITIONERS' motion to compel compliance with the subpoena. The Chairman stood by his order issuing the subpoena and stated that the parties would have to go to court to compel compliance with that subpoena. A true and correct copy of the Chairman's

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emailed order on PETITIONERS' motion to compel is attached hereto as Exhibit "J." Hence, the instant Petition for Order to Show Cause.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this Declaration was executed this 30th day of June, 2008, in La Jolla, California

Brian D. Miller

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A

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Attorneys for Claimant

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

ARBITRATION PROCEEDING

In the matter of the Arbitration Between, DODGER INC., Claimant, v. BROOKSTREET SECURITIES CORPORATION; NATIONAL FINANCIAL SERVICES LLC; FIDELITY INVESTMENTS COMPANY; ARIEH MANOR; STANLEY BROOKS; and CLIFFORD POPPER Respondents.	NASD CASE NO. 07-02060 STATEMENT OF CLAIM 1. SECURITIES FRAUD 2. BREACH OF FIDUCIARY DUTY 3. FRAUD AND DECEIT 4. CONSTRUCTIVE FRAUD 5. BREACH OF CONTRACT 6. NEGLIGENCE 7. UNFAIR BUSINESS PRACTICES 8. ELDER ABUSE

I. PARTIES

1. DODGER, INC. ("Claimant") is a company primarily engaged in generating income through the purchase and maintenance of safe income producing investments. Juan and Sofia Nasielskier are residents of Mexico City and are the authorized representatives of Dodger Inc. who communicated with Respondents in connection with Claimant's assets entrusted to Respondents. At all times relevant, most of the assets of Claimant were deposited in an account with Respondents and were controlled by Respondents.

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2. Respondent BROOKSTREET SECURITIES, INC. (and hereinafter referred to as "BROOKSTREET") is a broker dealer, member of the National Association of Securities Dealers and registered with the Securities and Exchange Commission.

3. Respondent NATIONAL FINANCIAL SERVICES LLC is a member of the NASD (CRD Number 13041/SEC Number 8-26740) and is wholly owned and controlled by Respondent FIDELITY INVESTMENTS COMPANY ("FIDELITY"), one of the world's largest providers of financial services, a national provider of financial services with a self estimated $1,770,000,000 ($1.77 trillion dollars) in assets under administration, $3,000,000,000,000 ($3 trillion) in custodial assets, the largest mutual fund company in the United States, and the No.1 provider of workplace retirement savings plans. Respondent NATIONAL FINANCIAL SERVICES LLC is RESPONDENT FIDELITY's correspondent broker/dealer business with reported client assets exceeding $649,000,000,000 ($649 billion). At all times relevant FIDELITY was the control person of NATIONAL FINANCIAL SERVICES LLC. Respondents FIDELITY and NATIONAL FINANCIAL SERVICES LLC will be referred to collectively as FIDELITY or the FIDELITY RESPONDENTS.

4. Respondent ARIEH MANOR ("MANOR") was at all times relevant a registered broker licensed by the National Association of Securities Dealers, CRD No. 2289262. Respondent MANOR was employed by Respondent BROOKSTREET for the approximate time period of April 2001 to present.

5. Respondents STANLEY BROOKS, CRD No. 31684 and CLIFFORD POPPER, CRD No. 1189135 were at all times relevant Branch Managers and Compliance Officers employed by BROOKSTREET with general supervisory responsibility over Respondent MANOR and the accounts and transactions at issue in this case and who maintained responsibility to investigate and remediate the wrongdoing alleged herein and to timely advise Claimant of the status and findings of their investigations. RESPONDENTS BROOKS AND POPPER are the alter egos of Respondent BROOKSTREET.

II. FACTS

6. Beginning in and about January 2002 Respondents solicited Juan and Sofia Nasielskier to entrust the bulk of Claimant's net worth to RESPONDENTS. In soliciting Claimant's business

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Respondents represented that RESPONDENTS were amongst the most conservative and trusted brokerage firms, that Respondents would care for their money conservatively and that Claimant should trust the brokers as family - particularly given their strong mutual religious affiliation and cultural relationship.

7. In or about 2002 Respondents opened account number OJR-344095 in the name of Dodger, Inc.. Claimant instructed and Respondents agreed to invest the funds in only the most conservative investments with the primary investment objective of preservation of capital and maximizing low risk income. From 2002 the account was predominated by securities represented by Respondents to be the most conservative Fixed Income holdings such as Government issued or backed bonds. Respondents knew that the account was intended to be a conservative account which primarily preserved principal, particularly given the retirement status, advanced age and ill health of the Nasielskiers. Notwithstanding, Respondents engaged in unauthorized, unsuitable and excessive high risk trading, as discussed more fully below.

8. Respondents engaged in an excessive, unsuitable and unauthorized trading pattern that was concentrated through May 2007 in highly speculative derivative products, including but not limited to purported mortgage backed securities (Collateralized Mortgage Obligations) in which Respondents maintained undisclosed interests. By way of example and without limitation, RESPONDENTS invested Claimant's funds earmarked for conservative fixed income investments-on margin- in such highly speculative and unpredictable issues as "GNMA REMIC Pass Through Certificates", "Structured Asset Securities Series", "GSR Mortgage Loan Trust Series", "Multiclass Mortgage Partnership Certificates GTD Inverse Floaters", " Master Asset Securties Trust Series" and so on. By June 2007 the "values" of the derivatives in Claimant's account were unilaterally and substantially marked down by RESPONDENT FIDELITY triggering margin calls that decimated Claimants account. The cumulative loss arising from RESPONDENTS' wrongful conduct is believed to exceed $1,000,000.

9. RESPONDENT FIDELITY entered a clearing contract at a time unknown to Claimant with BROOKSTREET and thereby obtained the benefits of receiving fees and margin interest in connection with Claimant and other Brookstreet client accounts. All of Claimant's funds were held in

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accounts that were set up and maintained by RESPONDENT FIDELITY. All transactions in Claimant's accounts were executed for a fee by RESPONDENT FIDELITY and RESPONDENT FIDELITY profited in the amount of millions of dollars from unlawful and unsuitable Brookstreet client margin accounts under the custody of RESPONDENT FIDELITY.

10 FIDELITY INVESTMENTS COMPANY and NATIONAL FINANCIAL SERVICES LLC owed Claimants a fiduciary duty with respect to the services provided by them to CLAIMANT. Amongst the services that the FIDELITY RESPONDENTS undertook to provide and owed a fiduciary duty to provide was the establishment of the account, execution of securities transactions and reporting to CLAIMANT the execution of securities transactions and the status of CLAIMANT'S accounts, including, inter alia, the value of the securities held in the accounts. The FIDELITY RESPONDENTS were the primary source, and often only source, of information with respect to the value of the securities purchased in Claimant's account. The FIDELITY RESPONDENTS had a fiduciary duty to provide accurate information with respect to the value of Claimant's account and the securities in the account.

11. Amongst the documents issued by the Respondents pursuant to the fiduciary duty to CLAIMANTS were monthly account statements reflecting the cash position and the securities held as well as the amount and value of the securities held The monthly statements also contained representations with respect to the value of the Claimant's account in aggregate. The monthly account statements systematically overstated the value of the securities and the accounts.

12. The FIDELITY RESPONDENTS were aware, as the clearing firm for Brookstreet, that Brookstreet and its clients had, through the income investments it concentrated its business in, tremendous exposure not only to the mortgage market but also to the much more risky sub-prime market. The FIDELITY RESPONDENTS were further aware that the prevailing practice at Brookstreet was to purchase and/or hold in client accounts extremely risky mortgage backed securities, such as COLLATERALIZED MORTGAGE OBLIGATIONS ("CMOs"), and COLLATERALIZED DEBT OBLIGATIONS ("CDOs") on margin, utilizing credit extended by the FIDELITY RESPONDENTS The risk was so extreme that the investment strategy was unsuitable for virtually everyone, and could only exist as an artifice to defraud and as a scheme to defraud.

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13. Despite the risk, the FIDELITY RESPONDENTS determined to aid the scheme to defraud by providing margin credit on which it would profit and inaccurate information with respect to securities values purchased or held in accounts of clients of Brookstreet, such as Claimant.

14. The FIDELITY RESPONDENTS knew that Brookstreet routinely advised its clients to invest in illiquid and risky fixed income products, such as CMOs and CDOs The risk to Claimants and other Clients associated with the illiquid fixed income products was exacerbated and magnified by the practice of purchasing and holding fixed income positions using margin credit extended by the FIDELITY RESPONDENTS. As the FIDELITY RESPONDENTS income and profit from Claimant and other investor accounts was dependent on the margin interest balances and interest generated by the accounts, the interests of the FIDELITY RESPONDENTS were in conflict with the fiduciary obligation of the FIDELITY RESPONDENTS to CLAIMANT and other account holders to accurately provide information concerning the underlying financial instruments, including but not limited to CMO's, CDOs and other derivatives comprised of aspects of sub-prime and other mortgages.

15. The FIDELITY RESPONDENTS routinely and systematically misrepresented the value of the securities in CLAIMANT's accounts by knowingly and intentionally grossly overstating the value of the securities The overstated values assigned by the FIDELITY RESPONDENTS concealed the effect of the unsuitable transactions executed in CLAIMANT's account and provided false confidence to CLAIMANT that the account could continue to invest in and hold income investments offered and sold through RESPONDENTS BROOKSTREET and the FIDELITY RESPONDENTS. The FIDELITY RESPONDENTS systematic overstatement of the value of securities in Claimant's and other clients of the FIDELITY RESPONDENTS through Brookstreet was a necessary element of the scheme and artifice to defraud

16. Claimant reasonably relied on the values assigned to the investments in the account by the FIDELITY RESPONDENTS that created an air of stability and suitability and continued to invest through RESPONDENT BROOKSTREET in additional similar products. Claimant was unaware of the risks associated with the positions in the account Had Claimant been aware of the risk and magnitude of the risks of the securities sold through RESPONDENTS BROOKSTREET and the FIDELITY RESPONDENTS, Claimant would NOT have entered and/or maintained the positions.

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17. In June 2007, the FIDELITY RESPONDENTS suddenly and drastically assigned lower values to the CMOs, CDOs and similar products resulting in margin calls that immediately caused RESPONDENT BROOKSTREET to shut down and cease meaningful operations. The margin calls issued by the FIDELITY RESPONDENTS created a negative net worth for RESPONDENT BROOKSTREET SECURITIES and caused the collapse of RESPONDENT BROOKSTREET resulting in the institution of SEC and NASD investigations. The sudden drastic devaluation by the FIDELITY RESPONDENTS was unforeseeable to Claimant and did not allow investors the opportunity to sell positions. The FIDELITY RESPONDENTS acted at all times to maximize its own income and profit and purposefully deceived Claimants with respect to the value of the securities that they were purchasing and had purchased.

18. As a direct and proximate cause of Respondents fraud, breach of fiduciary duty, negligence, deceit and unfair business practices, Claimant has been damaged in an amount exceeding $1,000,000.

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III. CLAIMS FOR RELIEF

A. FIRST CLAIM FOR RELIEF

(Violation of the Securities Exchange Act of 1934, §10(b), §20, and Rule 10b-5; Securities Act of 1933, §12, §15; Liability of Principal for Acts of Agent; Respondeat Superior)

19. Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein. Respondents practice of selling risky CMO, CDO and similar income investments based upon representations that they were safe and without disclosing the highly complex and risky nature while encouraging clients such as Claimant to invest on margin acted as a scheme and artifice to defraud clients such as Claimant herein. As the scheme and artifice to defraud required clearing services to pass ownership of the securities and misrepresentations of the value of the securities, as previously alleged, the FIDELITY RESPONDENTS were sellers, participants in and control persons with respect to the scheme and artifice to defraud and the misrepresentations pursuant thereto.

20. The acts and course of conduct by Respondents constituted manipulative and deceptive devices, schemes or contrivances to defraud Claimant. Respondents and their agents, singularly or in

concert, engaged in a course of conduct, and violated § 10(b) of the Securities Exchange Act of 1934, and Rule 10b-5 as promulgated thereunder, and §12 of the Securities Act of 1933, pursuant to which they knowingly and recklessly engaged in acts, transactions, and practices, particularly failure to follow Claimant's instructions, which operated as a fraud upon Claimant, and made various untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading to Claimant. Respondents acted with scienter.

21. Respondents were involved in the sale of securities to Claimant, using Claimant's funds. In making such sales, Respondents made material misrepresentations and omissions of material fact, in violation of Rule 10b-5. Such misrepresentations and omissions were made willfully, maliciously and recklessly with the specific intent to induce reliance and to defraud Claimant. Claimant relied upon Respondents' misrepresentations and omissions. Claimant consequently was damaged by such reliance.

22. Claimant further alleges that Respondents are vicariously liable under §15 of the Securities Act of 1933, and § 20(a) of the Securities Exchange Act of 1934. During the subject period, when Claimant suffered financial injury, Respondents BROOKS, POPPER and BROOKSTREET's officers and directors acted as controlling persons of Respondent MANOR, the primary instruments of Respondents' wrongful acts, and Claimant's broker. Respondent BROOKSTREET served as the broker-dealer for its registered representative Respondent MANOR and others, and provided its registered representatives access to the securities markets. At all times, Respondents knowingly directed and indirectly controlled or had the ability to control, participated with or materially assisted Respondent MANOR in the commission of a statutory, regulatory and common law violations, as set forth in this Statement of Claim. Respondents are, therefore, jointly and severally liable to the same extent as their agent, Respondent MANOR

23. Respondents FIDELITY and BROOKSTREET and its officers and directors are liable for all actions of each other and their (agents, directors, officers and attorneys). (Respondeat Superior and control person liability). In addition, under the common law, principals are liable for the actions of their agents. At all times relevant RESPONDENTS, and each of them acted as agents of each other in committing the wrongful acts and in failing to act in a lawful manner

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24. As a direct and proximate result of the foregoing and willful misrepresentations, fraud, and deceit, Claimant suffered investment losses in excess of $1,000,000 and was grievously harmed and seek relief as hereinafter set forth. Respondents acted with malice, oppression and fraud towards Claimant and Claimant is entitled to recover punitive and exemplary damages in an amount as shall abide the discretion of the arbitration panel

B. **SECOND CLAIM FOR RELIEF**

(Violation of Cal. Corporations Code § 25401, 25501, and 25504)

Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

25. California Corporations Code § 25401 provides that:

> It is unlawful for any person to offer or sell a security in this state by means of any written or oral communication which includes an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

26. Under Corp Code § 25501, "any person who violates Section 25401 shall be liable to the person who purchases a security from him or sells a security to him . . . unless the defendant proves that the plaintiff knew the facts concerning the untruth or omission or that the defendant exercised reasonable care and did not know . . . of the untruth or omission."

27. As set forth above, and as will be demonstrated at the arbitration of this matter, the facts will show that Respondents knew of the falsity of their assertions. The facts will further demonstrate that Respondents withheld material information from Claimant in order to mislead it and induce the sale of the securities referenced above.

28 All Respondents are jointly and severally liable for their agents' misrepresentations and omissions of material fact pursuant to the provisions of Cal. Corp. Code § 25504, since all Respondents participated in and directly or indirectly controlled the misrepresentations and omissions of material fact. As a direct and proximate cause of Respondents violations of the Corporate Securities Law of 1968, claimants suffered investment losses in excess of $1,000,000.

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C. THIRD CLAIM FOR RELIEF

(Common Law Fraud, Conspiracy to Defraud and Aiding and Abetting Fraud)

Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

29. Respondents represented that funds would be invested in securities consistent with Claimant's investment objectives. Respondents willfully failed to advise Claimant of the high level of risk associated with the activities taking place in the account. Respondents were aware of the wrongful activities, or were reckless in permitting them to continue, in order to receive the benefit of the commissions associated with such sales, and to profit from the trades in Claimant's account. Claimant trusted Respondents, and relied exclusively upon their representations Claimant's reliance on Respondents' statements was reasonable under the circumstances since Claimant was not an expert, and because Respondents represented themselves as experts in the field of investments.

30. Respondents continued trading and/or maintaining the unsuitable positions, despite increasing evidence relating to the worsening financial condition of the positions in Claimant's accounts, constituted a continuing fraud by Respondents as Respondents repeatedly provided assurance with respect to the limited risk associated with the investments provided by Respondents

31. Respondents represented as Claimant's fiduciaries that an investigation would be undertaken into the trading in the account to assure that all positions remained suitable and that Claimant would be advised of all findings. At the time these representations were made, Respondents did not intend to act faithfully as Claimant's fiduciaries or to investigate and report to Claimant. Rather, Respondents intended to conceal Claimant's claims, lull and frustrate Claimant into inaction and to otherwise engage in conduct designed to protect their own interests and to conceal Claimant's claims and frustrate Claimants ability to obtain just compensation.

32. As a direct and proximate result of Respondents fraud, Claimant has suffered damages in excess of $1,000,000. In addition, Respondents acted towards Claimant with fraud, malice and oppression such that Claimant is entitled to recover punitive and exemplary damages in an amount as shall abide the discretion of the arbitration panel.

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D. FOURTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty and Constructive Fraud)

Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

33. Respondents, together and separately, owed Claimant a fiduciary duty. Claimant reposed trust and confidence in Respondents to act with the utmost good faith for their benefit in handling their investment accounts. Respondents breached their fiduciary duty of good faith, loyalty, fair dealing and the highest degree of care for which they are jointly and severally liable.

34 Instead of loyalty and good faith, Respondents systematically undermined those goals by activities intended to serve their own economic interests, including engaging in unauthorized transactions, self-dealing, and misrepresenting and concealing material facts.

35. Further, Respondents' recommendations were not for the primary purpose of serving Claimant, but for using Claimant's assets and trust to earn excessive commissions, margin interest payments and compensation, wrongfully eroding Claimant's principal and income stream.

36. Traditionally, stock brokers and brokerage firms have a fiduciary duty to their clients. Moreover, when financial firms not only undertake transactions on behalf of their clients, but also receive and maintain the deposits of investors as professionally licensed firms under investment and safekeeping arrangements, they further manifest such fiduciary relations. Respondents stood in a fiduciary relationship with Claimant and, as a result of this relationship, they owed Claimant the highest possible duty of care and loyalty. See Twomey v. Mitchum, Jones & Templeton, Inc. (1968) 262 Cal.App.2d 690, 719; Hobbs v. Bateman Eichler, Hill Richards, Inc. (1985) 164 Cal.App.3d 174, 201. Claimant trusted Respondents and relied upon their expertise and advice to accomplish their investment goals Unfortunately, Claimant's reliance and trust proved to be misplaced

37. As "bailees," Respondents were entrusted with the bulk of Claimant's assets, thus they owed Claimant a fiduciary duty to care for those assets. Fiduciaries have an affirmative duty to maintain the interests of those to whom they owe such duty and to disclose all the circumstances surrounding transactions. Thus, Respondents owed a fiduciary duty to Claimant to provide accurate and complete information with respect to Claimant's account and securities purchased in Claimant's account and an

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affirmative duty to discover and disclose damage being done in Claimant's account.

38. Moreover, Respondents were responsible for supervising the activities of Respondent MANOR. As a result of this responsibility, all other Respondents are jointly and severally liable by way of their own negligence for any breach of fiduciary duty which was committed by Respondents' representatives. Respondents had far superior knowledge than Claimant, and were in a superior position to observe the activities of Respondent MANOR concerning the transactions which took place in Claimant's accounts. Respondents were well aware of problems which occurred in their industry, particularly with respect to the highly unpredictable and illiquid CMO, CDO and derivative markets, and were in a position to take precautions which would have prevented the losses or the extent of the losses to Claimant.

39 Instead, Respondents were self-dealing, as they took no action while they were directly receiving the benefits of commissions, margin interest and other fees which were being charged on the improper transactions in Claimant's account Claims may be brought against fiduciaries for self-dealing, whether or not there was actual fraud involved, for legal or constructive fraud and unjust enrichment.

40. Under the common law, the NASD Rules, and Title 10, California Code of Regulations, § 260 218 2, Respondents had a duty to ensure that Claimant was fully informed of how their funds were to be invested, and to ensure that the investments were restricted to securities which were consistent with Claimant's investment objectives.

41. In addition, NASD Conduct Rule 2310, commonly referred to as the "suitability rule," expressly provides that: In recommending to a customer the purchase, sale or exchange of any security, a member shall have reasonable ground for believing that the recommendation is suitable for such customer. Respondents breached this duty. NYSE Rule 405 is broader, and requires the Respondents to exercise due diligence for both recommendations and unsolicited orders.

42 As a direct and proximate result of the foregoing bad faith, disloyalty, deception and waste, Claimant was grievously harmed, and seeks relief as hereinafter set forth. Respondents acted toward Claimant with fraud, malice and oppression and Claimant is entitled to recover punitive and exemplary damages in an amount that shall abide the discretion of the arbitration panel.

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E. FIFTH CLAIM FOR RELIEF

(VIOLATION BY ALL RESPONDENTS OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTIONS 17200 ET SEQ.)

43. Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

44. As a separate and distinct violation of California law and NASD rules, Respondents' unlawful course of conduct and omissions and misrepresentations of material facts concerning the securities which they aggressively and fraudulently marketed and maintained in Claimant's account constitute unfair sales practices. In particular, but without limitation, by using unfair sales tactics, failing to properly disclose the risks associated with the derivative investments, by making unwarranted and fraudulent claims and material omissions of material fact about the securities sold, by providing false and misleading pricing information and account statements, by unilaterally diminishing the value of the derivatives, and by unlawfully triggering massive margin calls Respondents violated California Business and Professions Code 17200 et seq. and NASD Conduct Rules 2110 and 2310.

F. SIXTH CLAIM FOR RELIEF

(Negligence, Gross Negligence and Negligent Misrepresentation)

45. Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

46. Respondents, and each of them, owed Claimant the duty of due care. Respondents breached that duty by making and participating in the making of various untrue statements of material facts and the omissions of material facts necessary in order to make the statements made, in light of all the circumstances under which they were made, not misleading. The misrepresentations and omissions occurred in connection with securities transactions and the status of securities in Claimant's account

47. Respondents are jointly and severally liable for failing to fulfill their statutory and regulatory duties, and by failing to follow the express directions of Claimant.

48. Fundamental to Respondents' duty of care, was the responsibility for fair dealing with customers, as more particularly described in the NYSE and NASD Conduct Rules. Respondents' actions with respect to Claimant's accounts were characterized by such continuing breaches of their obligations

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to Claimant as to constitute wanton and reckless disregard of the standards of conduct contained in the NYSE and NASD Rules, and common law. For example, under NASD Conduct Rule 2110, a member, in the conduct of their business, shall observe high standards of commercial honor and just and equitable principles of trade. Respondents' conduct, acting in their self-interest in the wrongful activity, fell far short of this standard.

49. Furthermore, NASD Conduct Rule IM-2310-2(b)(4) describes unauthorized transactions as sanctionable conduct, and NASD Conduct Rule 2120 prohibits the purchase or sale of any security by use of manipulative, deceptive, or other fraudulent device or contrivance.

50. There was ample evidence in the account records that something was amiss. In failing to respond to it, Respondents failed to fulfill their responsibility under NASD Conduct Rule 3010, to establish and maintain a system to supervise the activities of each registered representative, that is reasonably designed to achieve compliance with applicable laws, regulations and NASD Rules. The losses suffered by Claimant would not have taken place had proper procedures been in place. Therefore, Respondents breached their duty of care by not properly supervising Claimant's account. Respondents, by their failure to detect and prevent the ongoing mismanagement and exploitation of the Claimant's accounts, failed to reasonably supervise Respondent MANOR or otherwise allow MANOR to properly advise Claimant.

51. The wrongful acts were made possible because of the inadequacy of Respondents' procedures and their failure to follow those procedures. Such fraud and mismanagement of Claimant's accounts could not have occurred if Respondents had in place procedures, and a system for applying such procedures, which could have reasonably been expected to prevent or detect the wrongdoing; if Respondents reasonably discharged the duties incumbent upon them by reason of its procedures and systems. As a result, Claimant was repeatedly deceived and subjected to self-serving trading practices, to their considerable financial detriment.

52 Claims for negligent misrepresentation may be sought against those who make partial disclosures which give an investor the feeling of security, without further explanation. Respondents communicated to Claimant, which was rightfully relied upon, that Claimant's funds would be placed into safe and secure investments in insured accounts, and that BROOKSTREET and FIDELITY were

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conservative and diligent securities firms, and therefore, that Claimant should not be concerned about the status of their funds or the securities purchased in their accounts.

53. Respondents also violated §15(b)(4)(E) of the Securities Exchange Act, and NASD Conduct Rule 3010 and NYSE Rule 405. Furthermore, Respondents are responsible for the conduct of Respondent MANOR under common law principles of Respondeat Superior and agency.

54. Moreover, Respondents were responsible for supervising the activities of Respondents BROOKSTREET and MANOR. As a result of this responsibility, Respondents are jointly and severally liable by way of their own negligence for any breach of fiduciary duty which was committed by their BROOKSTREET or MANOR. Respondents had far superior knowledge than Claimant, and were in a superior position to observe the activities of Respondents BROOKSTREET and MANOR concerning the transactions which took place in Claimant's accounts. Meanwhile, Respondents were well aware of problems which occur in their industry and were in a position to take precautions which would have prevented the losses or the extent of the losses to Claimant.

55. Therefore, Respondents negligently and recklessly breached their duty of care owed to Claimant. As a direct and proximate result of the Respondents' breach of their duties, and the wanton and willful conduct of Respondents FIDELITY, BROOKSTREET, BROOKS, POPPER and MANOR, with the other Respondents' complicity or reckless disregard of their responsibilities, Claimant was grievously harmed, and seeks relief as hereinafter set forth, including punitive and exemplary damages, and attorneys' fees and costs.

G. SEVENTH CLAIM FOR RELIEF

(Breach of Contract, and Breach Of Covenant Of Good Faith and Fair Dealing)

56. Claimant realleges and incorporates by reference each and every one of the above allegations as if fully set forth herein.

57. Claimant entered into contracts with Respondents whereby Respondents agreed to act as Claimant's fiduciaries and agents and to conduct themselves and manage Claimant's accounts in accordance with rules, regulations, customs and usages of the securities industry and in accordance with all federal and state laws and regulations. All applicable laws are implied into every contract. In

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addition, in so contracting, Respondents impliedly agreed to act in good faith and deal fairly with Claimant. There is inherent in the relationship between the dealer and their customer the vital representation that the customer will be dealt with fairly and in accordance with the standards of the profession.

58. Respondents have breached the express and implied terms of their contract of representation with Claimant by failing to invest Claimant's funds consistently with their instructions and Respondents' representations. Respondents jointly and severally made false statements of material fact and failed to disclose material facts to Claimant and otherwise engaged in self dealing to the substantial detriment of Claimant.

59. By virtue of the wrongs and violations of law set forth above, Respondents breached the contract between Respondents and Claimant, more particularly the covenant of good faith and fair dealing which is implied by law into each contractual and fiduciary relationship

60. As a direct and proximate result of the breach of contract, and the breach of the covenant of good faith and fair dealing, Claimant was grievously harmed and seeks relief as set forth herein.

H. **EIGHTH CLAIM FOR RELIEF**

(Elder Abuse)

Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

61. At all relevant times herein, Claimant's principals were elder(s) as that term is defined in California Welfare & Institutions Code §15610.27 or dependents and are therefore entitled to protection provided by California's Elder Abuse Protection Act commencing at Welfare & Institutions Code §15600 et seq. Abuse of an elder or dependant adult includes financial abuse. See Welfare & Institutions Code §15610.07.

Welfare & Institutions Code §15610.30 provides in relevant part that:

(a) "Financial abuse" of an elder or dependent adult occurs when a person or entity does any of the following:

(1) Takes, secretes, appropriates, or retains real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both.

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(2) Assists in taking, secreting, appropriating, or retaining real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both

(b) A person or entity shall be deemed to have taken, secreted, appropriated, or retained property for a wrongful use if, among other things, the person or entity takes, secretes, appropriates or retains possession of property in bad faith.

(1) A person or entity shall be deemed to have acted in bad faith if the person or entity knew or should have known that the elder or dependent adult had the right to have the property transferred or made readily available to the elder or dependent adult or to his or her representative.

(2) For purposes of this section, a person or entity should have known of a right specified in paragraph (1) if, on the basis of the information received by the person or entity or the person or entity's authorized third party, or both, it is obvious to a reasonable person that the elder or dependent adult has a right specified in paragraph (1).

As set forth above, Respondents were bailees entrusted with hundreds of thousands of dollars of Claimant's assets, thus owing Claimant's principals a fiduciary duty to care for those assets. Thus, Respondents owed a fiduciary duty to Claimant to exercise reasonable care to protect their interests and an affirmative duty to discover and disclose damage being done in Claimant's accounts. Respondents received Claimants assets based in part on false representations that the funds would be invested in suitable securities consistent with Claimant's investment objectives. Respondents also withheld material information from Claimant in order to mislead them regarding the risks and activities implemented in their accounts by Respondents. Respondents were aware of the wrongful activities which allowed them to receive the benefit of money extracted from activity in Claimant's accounts. Such misrepresentations and omissions were made willfully, maliciously, recklessly and in bad faith with the specific intent to induce reliance and to defraud Claimant. Claimant trusted Respondents and relied upon their misrepresentations and omissions. Claimant consequently principals was damaged by such reliance

As a direct and proximate result of Respondents' actions, Claimant and its principals were grievously harmed and seek relief as hereinafter set forth, including exemplary damages, treble damages,

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and attorneys' fees and costs.

III. PRAYER

Wherefore Claimant prays for an Award as follows:

1. Damages in an amount exceeding $1,000,000;

2. Punitive and exemplary damages in an amount abiding the discretion of the Arbitration Panel;

3. Treble damages as provided by law, and

4. All interest, costs, attorneys fees and expenses as provided by law or abiding the discretion of the Arbitration Panel.

Claimant requests that the hearing of this Arbitration Proceeding take place in San Diego, California.

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MILLER & MILOVE

DATE: July 16, 2007

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Attorneys for Claimant

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Attorneys for Claimant

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

ARBITRATION PROCEEDING

In the matter of the Arbitration Between, GOLD INC.; BORUJ, INC.; and SALOMON HELFON TUACHI; Claimants v BROOKSTREET SECURITIES CORPORATION; FMR CORPORATION c/k/a FIDELITY INVESTMENTS COMPANY; NATIONAL FINANCIAL, a company wholly owned and controlled by Fidelity Investments Company; FIDELITY NATIONAL FINANCIAL SERVICES LLC, a company wholly owned and controlled by Fidelity Investments Company; ARIEH MANOR, STANLEY BROOKS; and CLIFFORD POPPER Respondents	NASD CASE NO. ___________ STATEMENT OF CLAIM 1. SECURITIES FRAUD 2. BREACH OF FIDUCIARY DUTY 3. FRAUD AND DECEIT 4. CONSTRUCTIVE FRAUD 5. BREACH OF CONTRACT 6. NEGLIGENCE 7. UNFAIR BUSINESS PRACTICES 8. ELDER ABUSE

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I. PARTIES

1. Respondent BROOKSTREET SECURITIES, INC. (hereinafter referred to as "BROOKSTREET") was at all times relevant a broker dealer member of the National Association of Securities Dealers and registered with the Securities and Exchange Commission.

2 Respondent ARIEH MANOR ("MANOR") was at all times relevant a registered broker licensed by the National Association of Securities Dealers, CRD No. 2289262. Respondent MANOR was employed by Respondent BROOKSTREET for the approximate time period of April 2001 to June 2007.

3. GOLD, INC. and BORUJ, INC. are companies primarily engaged in generating income through the purchase and maintenance of safe and conservative income producing investments SALOMON HELFON TUACHI ("TUACHI") is an individual investing for the primary purpose of conservatively generating income and preserving retirement assets. GOLD, INC, BORUJ, INC. and TUACHI will be referred to collectively as "CLAIMANTS". CLAIMANTS maintained accounts at BROOKSTREET with MANOR as the broker/"Investment Professional". Most of the assets and net worth of all CLAIMANTS was deposited in accounts with RESPONDENTS and was controlled by RESPONDENTS.

4. FMR CORPORATION, more commonly known as FIDELITY INVESTMENTS COMPANY ("FIDELITY") is a member of the NASD and one of the world's largest providers of financial services, a national provider of financial services with a self estimated $1,770,000,000 ($1 77 trillion dollars) in assets under administration, $3,000,000,000,000 ($3 trillion) in custodial assets, the largest mutual fund company in the United States, and the No. 1 provider of workplace retirement savings plans. Respondent NATIONAL FINANCIAL is a wholly owned and controlled FIDELITY company providing "Integrated Brokerage Solutions" to the industry and includes Respondent NATIONAL FINANCIAL SERVICES LLC (NASD CRD# 13041-SEC # 8-26740). RESPONDENT NATIONAL FINANCIAL SERVICES LLC is FIDELITY'S correspondent broker/dealer business with reported client assets exceeding $649,000,000,000 ($649 billion) At all times relevant FIDELITY was the control person of NATIONAL FINANCIAL and NATIONAL FINANCIAL SERVICES LLC . Respondents FMR CORPORATION, FIDELITY INVESTMENTS , NATIONAL FINANCIAL and NATIONAL FINANCIAL SERVICES LLC will be referred to at times collectively as FIDELITY or the FIDELITY RESPONDENTS.

5. Respondents STANLEY BROOKS, CRD No. 31684 and CLIFFORD POPPER, CRD No. 1189135 were at all times relevant Branch Managers and Compliance Officers employed by

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BROOKSTREET with general supervisory responsibility over Respondent MANOR and the accounts and transactions at issue in this case and who maintained responsibility to investigate and remediate the wrongdoing alleged herein and to timely advise Claimants of the status and findings of their investigations. RESPONDENTS BROOKS AND POPPER are the alter egos of Respondent BROOKSTREET

II. FACTS

6. Beginning in and about January 2002 RESPONDENTS solicited CLAIMANTS to entrust the bulk of CLAIMANTS' net worth to RESPONDENTS. In soliciting Claimants business RESPONDENTS represented that RESPONDENTS were amongst the most conservative and trusted brokerage firms, that RESPONDENTS would care for their money conservatively and that CLAIMANTS should trust MANOR as family - particularly given their strong mutual religious affiliation and cultural relationship.

7. In or about 2002, RESPONDENTS opened accounts in CLAIMANTS names. CLAIMANTS instructed and RESPONDENTS agreed to invest the funds in only the most conservative investments with the primary investment objective of preservation of capital and maximizing low risk income. The accounts became predominated by securities represented by Respondents to be the most conservative Fixed Income holdings such as Government issued or backed bonds. RESPONDENTS knew that the accounts were intended to hold conservative positions which primarily preserved principal. Notwithstanding, RESPONDENTS engaged in unauthorized, unsuitable and excessive high risk trading, as discussed more fully below.

8. RESPONDENTS engaged in an excessive, unsuitable and unauthorized trading pattern that was concentrated through May 2007 in highly speculative derivative products, including but not limited to purported mortgage backed securities (CMOs) and collateralized debt obligations (CDOs), in which Respondents maintained undisclosed interests By way of example and without limitation, RESPONDENTS invested CLAIMANTS' funds that were earmarked for conservative fixed income investments - on margin - in such highly speculative and unpredictable issues as "GNMA REMIC Pass Through Certificates", "FNMA Pass Through Certificates", "Federal Home Loan Mortgage Association-Multi-Class Partnership Certificates Guaranteed Inverse Floaters", "Structured Asset Securities Series

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Inverse Floaters", "Master Asset Securties Trust Series", "GUARANTEED REMIC PASS THROUGH CERTIFICATES COUPON PAYMENT MONTHLY", various "Inverse" and/or "Reverse Floaters" and so on. By June 2007 the "values" of the CMOs, CDOs and/or derivatives in CLAIMANTS' accounts were unilaterally and substantially marked down by RESPONDENT FIDELITY, triggering margin calls that decimated CLAIMANTS accounts. The loss to CLAIMANTS' accounts arising from the unlawful conduct of RESPONDENTS is believed to exceed $2,000,000.

9. At a time unknown to Claimants, RESPONDENT FIDELITY entered a clearing contract with BROOKSTREET and thereby obtained the benefits of receiving fees and margin interest in connection with Claimants' and other Brookstreet client accounts. All of CLAIMANTS' retirement funds were held in accounts that were set up and maintained by RESPONDENT FIDELITY. All transactions in Claimants accounts were executed for a fee by RESPONDENT FIDELITY and RESPONDENT FIDELITY profited in the amount of millions of dollars from unlawful and unsuitable Brookstreet client margin accounts under the custody of RESPONDENT FIDELITY.

10. The FIDELITY RESPONDENTS owed CLAIMANTS a fiduciary duty with respect to the services provided by them to CLAIMANTS. Amongst the services that the FIDELITY RESPONDENTS undertook to provide and owed a fiduciary duty to provide was the establishment of the account, execution of securities transactions and reporting to CLAIMANTS the execution of securities transactions and the status of CLAIMANTS accounts, including, inter alia, the value of the securities held in the accounts. The FIDELITY RESPONDENTS were the primary source, and often only source, of information with respect to the value of the securities purchased in CLAIMANTS' accounts. The FIDELITY RESPONDENTS had a fiduciary duty to provide accurate information with respect to the value of CLAIMANTS accounts and the securities in the accounts.

11. Amongst the documents issued by the RESPONDENTS pursuant to the fiduciary duty to CLAIMANTS were monthly account statements reflecting the cash position and the securities held as well as the amount and value of the securities. The monthly statements also contained representations with respect to the value of the CLAIMANTS accounts in aggregate. The monthly account statements systematically overstated the value of the securities and the accounts.

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12. The FIDELITY RESPONDENTS were aware, as the clearing firm for Brookstreet, that Brookstreet and its clients had, through the income investments it concentrated its business in, tremendous exposure not only to the mortgage market but also to the much more risky sub-prime market The FIDELITY RESPONDENTS were further aware that the prevailing practice at Brookstreet was to purchase and/or hold in client accounts extremely risky income producing mortgage backed securities such as COLLATERALIZED MORTGAGE OBLIGATIONS ("CMOs"), CDOs and other derivatives on margin, utilizing credit extended by the FIDELITY RESPONDENTS. The risk was so extreme that the investment strategy was unsuitable for virtually everyone, and could only exist as an artifice to defraud and as a scheme to defraud.

13. Despite the risk, the FIDELITY RESPONDENTS determined to aid the scheme to defraud by providing margin credit on which it would profit and inaccurate information with respect to securities values purchased or held in accounts of clients of Brookstreet, such as Claimants.

14. The FIDELITY RESPONDENTS knew that Brookstreet routinely advised its clients to invest in illiquid and risky fixed income products, such as CMOs, CDOs and derivatives. The risk to CLAIMANTS and other clients associated with the illiquid fixed income products was exacerbated and magnified by the practice of purchasing and holding fixed income positions using margin credit extended by the FIDELITY RESPONDENTS. As the FIDELITY RESPONDENTS income and profit from CLAIMANTS and other investor accounts was dependent on the margin interest balances and interest generated by the accounts, the interests of the FIDELITY RESPONDENTS were in conflict with the fiduciary obligation of the FIDELITY RESPONDENTS to CLAIMANTS and other account holders to accurately provide information concerning the underlying financial instruments, including but not limited to CMO's, other derivative products comprised of aspects of sub-prime and other mortgages, CDOs and other derivatives.

15. The FIDELITY RESPONDENTS routinely and systematically misrepresented the value of the securities in CLAIMANTS' accounts by knowingly and intentionally grossly overstating the value of the securities. The overstated values assigned by the FIDELITY RESPONDENTS concealed the effect of the unsuitable transactions executed in CLAIMANTS' accounts and provided false confidence to CLAIMANTS that the accounts could continue to invest in and hold income investments offered and sold

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through RESPONDENTS BROOKSTREET and the FIDELITY RESPONDENTS. The FIDELITY RESPONDENTS systematic overstatement of the value of securities to Claimants and other clients of the FIDELITY RESPONDENTS through Brookstreet was a necessary element of the scheme and artifice to defraud.

16. CLAIMANTS reasonably relied on the values assigned to the investments in the account by the FIDELITY RESPONDENTS that created an air of stability and suitability and continued to invest in additional similar products. CLAIMANTS were unaware of the risks associated with the positions in the accounts Had CLAIMANTS been aware of the risk and magnitude of the risks of the securities sold through RESPONDENTS BROOKSTREET and the FIDELITY RESPONDENTS, CLAIMANTS would NOT have entered and/or maintained the positions.

17. In June 2007, the FIDELITY RESPONDENTS suddenly and drastically assigned lower values to the CMOs, CDOs and similar products resulting in margin calls that immediately caused RESPONDENT BROOKSTREET to shut down and cease meaningful operations. The margin calls issued by the FIDELITY RESPONDENTS created a negative net worth for RESPONDENT BROOKSTREET SECURITIES and caused the collapse of RESPONDENT BROOKSTREET resulting in the institution of NASD and SEC investigations. The sudden drastic devaluation by the FIDELITY RESPONDENTS was unforeseeable to Claimants and did not allow investors the opportunity to sell positions The FIDELITY RESPONDENTS acted at all times to maximize its own income and profit and purposefully deceived Claimants with respect to the value of the securities that they were purchasing and had purchased.

18. As a direct and proximate cause of RESPONDENTS fraud, breach of fiduciary duty, negligence, deceit and unfair business practices, CLAIMANTS have been damaged in an amount exceeding $2,000,000

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III. CLAIMS FOR RELIEF

A. FIRST CLAIM FOR RELIEF

(Violation of the Securities Exchange Act of 1934, §10(b), §20, and Rule 10b-5; Securities Act of 1933, §12, §15; Liability of Principal for Acts of Agent; Respondeat Superior)

19. CLAIMANTS reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein. RESPONDENTS practice of selling risky CMO, derivative and similar income investments based upon representations that they were safe and without disclosing the highly complex and risky nature while encouraging clients such as Claimants to invest on margin acted as a scheme and artifice to defraud clients such as Claimants herein. As the scheme and artifice to defraud required clearing services to pass ownership of the securities and misrepresentations of the value of the securities, as previously alleged, the FIDELITY RESPONDENTS were sellers, participants in and control persons with respect to the scheme and artifice to defraud and the misrepresentations pursuant thereto.

20 The acts and course of conduct by RESPONDENTS constituted manipulative and deceptive devices, schemes or contrivances to defraud Claimants. Respondents and their agents, singularly or in concert, engaged in a course of conduct, and violated § 10(b) of the Securities Exchange Act of 1934, and Rule 10b-5 as promulgated thereunder, and §12 of the Securities Act of 1933, pursuant to which they knowingly and recklessly engaged in acts, transactions, and practices, particularly failure to follow Claimants instructions, which operated as a fraud upon Claimants, and made various untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading to Claimants. Respondents acted with scienter.

21. Respondents were involved in the sale of securities to Claimants, using Claimants funds. In making such sales, Respondents made material misrepresentations and omissions of material fact, in violation of Rule 10b-5. Such misrepresentations and omissions were made willfully, maliciously and recklessly with the specific intent to induce reliance and to defraud Claimants. CLAIMANTS relied upon RESPONDENTS misrepresentations and omissions. CLAIMANTS consequently were damaged by such reliance.

22. Claimants further alleges that Respondents are vicariously liable under §15 of the Securities Act of 1933, and § 20(a) of the Securities Exchange Act of 1934 During the subject period, when Claimants suffered financial injury, Respondents BROOKS, POPPER and BROOKSTREET's officers and directors acted as controlling persons of Respondents BROOKSTREET and MANOR, the primary instrument of Respondents' wrongful acts, and Claimants brokers. Respondent BROOKSTREET served as the broker-dealer for its registered representative Respondent MANOR and others, and provided its registered representatives access to the securities markets At all times, RESPONDENTS knowingly directed and indirectly controlled or had the ability to control, participated with or materially assisted Respondent MANOR in the commission of a statutory, regulatory and common law violations, as set forth in this Statement of Claim. Respondents are, therefore, jointly and severally liable to the same extent as their agent, Respondent MANOR.

23 Respondents FIDELITY, NATIONAL FINANCIAL, BROOKSTREET and its officers and directors are liable for all actions of each other and their (agents, directors, officers and attorneys). (Respondeat Superior and control person liability). In addition, under the common law, principals are liable for the actions of their agents. At all times relevant RESPONDENTS, and each of them acted as agents of each other in committing the wrongful acts and in failing to act in a lawful manner.

24 As a direct and proximate result of the foregoing and willful misrepresentations, fraud, and deceit, Claimants suffered losses in excess of $2,00,000 and were grievously harmed and seek relief as hereinafter set forth Respondents acted with malice, oppression and fraud towards Claimants and Claimants are entitled to recover punitive and exemplary damages in an amount as shall abide the discretion of the arbitration panel.

B. SECOND CLAIM FOR RELIEF

(Violation of Cal. Corporations Code § 25401, 25501, and 25504)

CLAIMANTS reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

25. California Corporations Code § 25401 provides that:

> It is unlawful for any person to offer or sell a security in this state by means of any written or oral communication which includes an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were

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made, not misleading

26 Under Corp. Code § 25501, "any person who violates Section 25401 shall be liable to the person who purchases a security from him or sells a security to him . . . unless the defendant proves that the plaintiff knew the facts concerning the untruth or omission or that the defendant exercised reasonable care and did not know . . of the untruth or omission."

27. As set forth above, and as will be demonstrated at the arbitration of this matter, the facts will show that RESPONDENTS knew of the falsity of their assertions. The facts will further demonstrate that RESPONDENTS withheld material information from Claimants in order to mislead it and induce the sale of the securities referenced above.

28 All Respondents are jointly and severally liable for their agents' misrepresentations and omissions of material fact pursuant to the provisions of Cal Corp. Code § 25504, since all Respondents participated in and directly or indirectly controlled the misrepresentations and omissions of material fact As a direct and proximate cause of Respondents violations of the Corporate Securities Law of 1968, claimants suffered investment losses in excess of $2,000,000.

C. THIRD CLAIM FOR RELIEF

(Common Law Fraud, Conspiracy to Defraud and Aiding and Abetting Fraud)

Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

29. RESPONDENTS represented that funds would be invested in securities consistent with Claimants investment objectives. RESPONDENTS willfully failed to advise Claimants of the high level of risk associated with the activities taking place in the account RESPONDENTS were aware of the wrongful activities, or were reckless in permitting them to continue, in order to receive the benefit of the commissions, fees and interest associated with such sales, and to profit from the trades in CLAIMANTS accounts. CLAIMANTS trusted RESPONDENTS, and relied exclusively upon their representations CLAIMANTS' reliance on RESPONDENTS' statements was reasonable under the circumstances since CLAIMANTS were not experts, and because RESPONDENTS represented themselves as experts in the field of investments.

30. RESPONDENTS continued trading and/or maintaining the unsuitable positions, despite

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increasing evidence relating to the worsening financial condition of the positions in Claimants accounts, constituted a continuing fraud by RESPONDENTS as RESPONDENTS repeatedly provided assurance with respect to the limited risk associated with the investments provided by RESPONDENTS.

31. RESPONDENTS represented, as Claimants fiduciaries, that an investigation would be undertaken into the trading in the account to assure that all positions remained suitable and that Claimants would be advised of all findings. At the time these representations were made, Respondents did not intend to act faithfully as Claimants fiduciaries or to investigate and report to Claimants. Rather, Respondents intended to conceal Claimants claims, lull and frustrate Claimants into inaction and to otherwise engage in conduct designed to protect their own interests and to conceal Claimants claims and frustrate Claimants ability to obtain just compensation.

32. As a direct and proximate result of Respondents fraud, Claimants have suffered damages in excess of $2,000,000. In addition, Respondents acted towards Claimant with fraud, malice and oppression such that Claimant is entitled to recover punitive and exemplary damages in an amount as shall abide the discretion of the arbitration panel.

D. FOURTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty and Constructive Fraud)

CLAIMANTS reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

33. RESPONDENTS, together and separately, owed Claimants a fiduciary duty. Claimants reposed trust and confidence in Respondents to act with the utmost good faith for their benefit in handling their investment accounts. Respondents breached their fiduciary duty of good faith, loyalty, fair dealing and the highest degree of care for which they are jointly and severally liable.

34. Instead of loyalty and good faith, Respondents systematically undermined those goals by activities intended to serve their own economic interests, including engaging in unauthorized transactions, self-dealing, and misrepresenting and concealing material facts.

35. Further, Respondents' recommendations were not for the primary purpose of serving Claimants, but for using Claimants assets and trust to earn excessive commissions, margin interest payments and compensation, wrongfully eroding Claimants principal and income stream.

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36 Traditionally, stock brokers and brokerage firms have a fiduciary duty to their clients. Moreover, when financial firms not only undertake transactions on behalf of their clients, but also receive and maintain the deposits of investors as professionally licensed firms under investment and safekeeping arrangements, they further manifest such fiduciary relations. Respondents stood in a fiduciary relationship with Claimants and, as a result of this relationship, they owed Claimants the highest possible duty of care and loyalty. See Twomey v. Mitchum, Jones & Templeton, Inc. (1968) 262 Cal.App.2d 690, 719; Hobbs v. Bateman Eichler, Hill Richards, Inc (1985) 164 Cal.App.3d 174, 201. Claimants trusted Respondents and relied upon their expertise and advice to accomplish their investment goals Unfortunately, Claimants reliance and trust proved to be misplaced.

37. As "bailees," Respondents were entrusted with the bulk of Claimants assets, thus they owed Claimants a fiduciary duty to care for those assets. Fiduciaries have an affirmative duty to maintain the interests of those to whom they owe such duty and to disclose all the circumstances surrounding transactions. Thus, RESPONDENTS owed a fiduciary duty to Claimants to provide accurate and complete information with respect to Claimants account and securities purchased in Claimants accounts and an affirmative duty to discover and disclose damage being done in Claimants account.

38. Moreover, RESPONDENTS were responsible for supervising the activities of Respondent MANOR As a result of this responsibility, all other Respondents are jointly and severally liable by way of their own negligence for any breach of fiduciary duty which was committed by Respondents' representatives. Respondents had far superior knowledge than Claimants, and were in a superior position to observe the activities of Respondent MANOR concerning the transactions which took place in Claimants accounts Respondents were well aware of problems which occurred in their industry, particularly with respect to the highly unpredictable and illiquid CMO, CDOs and derivative markets, and were in a position to take precautions which would have prevented the losses or the extent of the losses to Claimants.

39 Instead, RESPONDENTS were self-dealing, as they took no action while they were directly receiving the benefits of commissions, margin interest and other fees which were being charged on the improper transactions in Claimants accounts. Claims may be brought against fiduciaries for self-dealing, whether or not there was actual fraud involved, for legal or constructive fraud and unjust

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enrichment.

40. Under the common law, the NASD Rules, and Title 10, California Code of Regulations, § 260.218.2, Respondents had a duty to ensure that Claimants were fully informed of how their funds were to be invested, and to ensure that the investments were restricted to securities which were consistent with Claimants investment objectives.

41. In addition, NASD Conduct Rule 2310, commonly referred to as the "suitability rule," expressly provides that: In recommending to a customer the purchase, sale or exchange of any security, a member shall have reasonable ground for believing that the recommendation is suitable for such customer. Respondents breached this duty. NYSE Rule 405 is broader, and requires the Respondents to exercise due diligence for both recommendations and unsolicited orders.

42. As a direct and proximate result of the foregoing bad faith, disloyalty, deception and waste, Claimants were grievously harmed, and seek relief as hereinafter set forth. Respondents acted toward Claimants with fraud, malice and oppression and Claimants are entitled to recover punitive and exemplary damages in an amount that shall abide the discretion of the arbitration panel.

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E. FIFTH CLAIM FOR RELIEF

(VIOLATION BY ALL RESPONDENTS OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTIONS 17200 ET SEQ.)

43. Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

44. As a separate and distinct violation of California law and NASD rules, RESPONDENTS' unlawful course of conduct and omissions and misrepresentations of material facts concerning the securities which they aggressively and fraudulently marketed and maintained in Claimants' accounts constitute unfair sales practices. In particular, but without limitation, by using unfair sales tactics, failing to properly disclose the risks associated with the derivative investments, by making unwarranted and fraudulent claims and material omissions of material fact about the securities sold, by providing false and misleading pricing information and account statements, by suddenly and unilaterally diminishing the value of the derivatives, and by unlawfully triggering massive margin calls, RESPONDENTS violated California Business and Professions Code 17200 et seq and NASD Conduct Rules 2110 and 2310.

F. SIXTH CLAIM FOR RELIEF

(Negligence, Gross Negligence and Negligent Misrepresentation)

45. Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

46. Respondents, and each of them, owed Claimants the duty of due care. Respondents breached that duty by making and participating in the making of various untrue statements of material facts and the omissions of material facts necessary in order to make the statements made, in light of all the circumstances under which they were made, not misleading. The misrepresentations and omissions occurred in connection with securities transactions and the status of securities in Claimants accounts.

47. Respondents are jointly and severally liable for failing to fulfill their statutory and regulatory duties, and by failing to follow the express directions of Claimants.

48. Fundamental to Respondents' duty of care, was the responsibility for fair dealing with customers, as more particularly described in the NYSE and NASD Conduct Rules. Respondents' actions with respect to Claimants accounts were characterized by such continuing breaches of their obligations to Claimants as to constitute wanton and reckless disregard of the standards of conduct contained in the NYSE and NASD Rules, and common law. For example, under NASD Conduct Rule 2110, a member, in the conduct of their business, shall observe high standards of commercial honor and just and equitable principles of trade. Respondents' conduct, acting in their self-interest in the wrongful activity, fell far short of this standard.

49. Furthermore, NASD Conduct Rule IM-2310-2(b)(4) describes unauthorized transactions as sanctionable conduct, and NASD Conduct Rule 2120 prohibits the purchase or sale of any security by use of manipulative, deceptive, or other fraudulent device or contrivance.

50. There was ample evidence in the account records that something was amiss. In failing to respond to it, RESPONDENTS failed to fulfill their responsibility under NASD Conduct Rule 3010, to establish and maintain a system to supervise the activities of each registered representative, that is reasonably designed to achieve compliance with applicable laws, regulations and NASD Rules. The losses suffered by Claimants would not have taken place had proper procedures been in place. Therefore, Respondents breached their duty of care by not properly supervising Claimants account. Respondents,

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by their failure to detect and prevent the ongoing mismanagement and exploitation of the Claimants accounts, failed to reasonably supervise Respondent MANOR or otherwise allow MANOR to properly advise Claimants.

51. The wrongful acts were made possible because of the inadequacy of Respondents' procedures and their failure to follow those procedures Such fraud and mismanagement of Claimants accounts could not have occurred if Respondents had in place procedures, and a system for applying such procedures, which could have reasonably been expected to prevent or detect the wrongdoing; if Respondents reasonably discharged the duties incumbent upon them by reason of its procedures and systems. As a result, Claimants were repeatedly deceived and subjected to self-serving trading practices, to their considerable financial detriment.

52. Claims for negligent misrepresentation may be sought against those who make partial disclosures which give an investor the feeling of security, without further explanation. Respondents communicated to Claimants, which was rightfully relied upon, that Claimants funds would be placed into safe and secure investments in insured accounts, and that BROOKSTREET and FIDELITY were conservative and diligent securities firms, and therefore, that Claimants should not be concerned about the status of their funds or the securities purchased in their accounts.

53. Respondents also violated §15(b)(4)(E) of the Securities Exchange Act, and NASD Conduct Rule 3010 and NYSE Rule 405. Furthermore, Respondents are responsible for the conduct of Respondent MANOR under common law principles of Respondeat Superior and agency.

54. Moreover, Respondents were responsible for supervising the activities of Respondents BROOKSTREET and MANOR. As a result of this responsibility, RESPONDENTS are jointly and severally liable by way of their own negligence for any breach of fiduciary duty which was committed by BROOKSTREET or MANOR. Respondents had far superior knowledge than Claimants, and were in a superior position to observe the activities of Respondents BROOKSTREET and MANOR concerning the transactions which took place in Claimants accounts. Meanwhile, Respondents were well aware of problems which occur in their industry and were in a position to take precautions which would have prevented the losses or the extent of the losses to Claimants.

55. Therefore, RESPONDENTS negligently and recklessly breached their duty of care owed

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to Claimants. As a direct and proximate result of the Respondents' breach of their duties, and the wanton and willful conduct of Respondents FIDELITY, BROOKSTREET, BROOKS, POPPER and MANOR, with the other Respondents' complicity or reckless disregard of their responsibilities, Claimants were grievously harmed, and seeks relief as hereinafter set forth, including punitive and exemplary damages, and attorneys' fees and costs.

G. SEVENTH CLAIM FOR RELIEF

(Breach of Contract, and Breach Of Covenant Of Good Faith and Fair Dealing)

56. Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

57. Claimants entered into contracts with Respondents whereby Respondents agreed to act as Claimants fiduciaries and agents and to conduct themselves and manage Claimants accounts in accordance with rules, regulations, customs and usages of the securities industry and in accordance with all federal and state laws and regulations All applicable laws are implied into every contract In addition, in so contracting, Respondents impliedly agreed to act in good faith and deal fairly with Claimants. There is inherent in the relationship between the dealer and their customer the vital representation that the customer will be dealt with fairly and in accordance with the standards of the profession.

58. Respondents have breached the express and implied terms of their contract of representation with Claimants by failing to invest Claimants funds consistently with their instructions and Respondents' representations and to provide accurate and reliable information. Respondents jointly and severally made false statements of material fact and failed to disclose material facts to Claimants and otherwise engaged in self dealing to the substantial detriment of Claimants.

59. By virtue of the wrongs and violations of law set forth above, Respondents breached the contract between Respondents and Claimants, more particularly the covenant of good faith and fair dealing which is implied by law into each contractual and fiduciary relationship.

60. As a direct and proximate result of the breach of contract, and the breach of the covenant of good faith and fair dealing, Claimants were grievously harmed and seek relief as set forth herein.

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H. EIGHTH CLAIM FOR RELIEF

(Elder Abuse)

Claimants reallege and incorporate by reference each and every one of the above allegations as if fully set forth herein.

61. At all relevant times herein, some of Claimants principals were elder(s) as that term is defined in California Welfare & Institutions Code §15610.27 or dependents and are therefore entitled to the protections provided by California's Elder Abuse Protection Act commencing at Welfare & Institutions Code §15600 et seq. Abuse of an elder or dependant adult includes financial abuse. See Welfare & Institutions Code §15610.07.

Welfare & Institutions Code §15610.30 provides in relevant part that:

(a) "Financial abuse" of an elder or dependent adult occurs when a person or entity does any of the following:

(1) Takes, secretes, appropriates, or retains real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both.

(2) Assists in taking, secreting, appropriating, or retaining real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both.

(b) A person or entity shall be deemed to have taken, secreted, appropriated, or retained property for a wrongful use if, among other things, the person or entity takes, secretes, appropriates or retains possession of property in bad faith.

(1) A person or entity shall be deemed to have acted in bad faith if the person or entity knew or should have known that the elder or dependent adult had the right to have the property transferred or made readily available to the elder or dependent adult or to his or her representative.

(2) For purposes of this section, a person or entity should have known of a right specified in paragraph (1) if, on the basis of the information received by the person or entity or the person or entity's authorized third party, or both, it is obvious to a reasonable person that the elder or dependent adult has a right specified in paragraph (1).

As set forth above, Respondents were bailees entrusted with hundreds of thousands of dollars of

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Claimants assets, thus owing Claimants principals a fiduciary duty to care for those assets. Thus, Respondents owed a fiduciary duty to Claimants to exercise reasonable care to protect their interests and an affirmative duty to discover and disclose damage being done in Claimants accounts. Respondents received Claimants assets based in part on false representations that the funds would be invested in suitable securities consistent with Claimants investment objectives. Respondents also withheld material information from Claimants in order to mislead them regarding the risks and activities implemented in the accounts by Respondents. Respondents were aware of the wrongful activities which allowed them to receive the benefit of money extracted from activity in Claimants accounts. Such misrepresentations and omissions were made willfully, maliciously, recklessly and in bad faith with the specific intent to induce reliance and to defraud Claimants. Claimants trusted Respondents and relied upon their misrepresentations and omissions Claimants were consequently damaged by such reliance.

As a direct and proximate result of Respondents' actions, Claimants and its principals were grievously harmed and seek relief as hereinafter set forth, including exemplary damages, treble damages, and attorneys' fees and costs

III. PRAYER

Wherefore Claimant prays for an Award as follows:

1. Damages in an amount exceeding $2,000,000;
2. Punitive and exemplary damages in an amount abiding the discretion of the Arbitration Panel;
3. Treble damages as provided by law, and
4. All interest, costs, attorneys' fees and expenses as provided by law or abiding the discretion of the Arbitration Panel.

Claimants request that the hearing of this Arbitration Proceeding take place in San Diego, California.

MILLER & MILOVE

DATE: July 27, 2007

Bradd Milove, Esq.
Miller & Milove
Attorneys for Claimants

B

MILLER & MILOVE
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July 14, 2007

NASD Dispute Resolution
One Liberty Plaza
165 Broadway
27th Floor
New York, NY 10006

VIA FED EX

RE: DODGER INC. V BROOKSTREET SECURITIES, FIDELITY INVESTMENTS AND RELATED COMPANIES, ARIEH MANOR, STANLEY BROOKS and CLIFFORD POPPER

Dear Administrator,

Enclosed please find the Statement of Claim (with 14 copies), the executed Uniform Submission Agreement, the executed Claim Information Sheet and the filing fee check in the amount of $1,800.

Please immediately process and serve this matter as the Claimant represents elderly and ill investors who have lost the bulk of their assets. Please contact the undersigned with any questions or comments.

Thank you in advance for your prompt professional attention to this matter.

Very truly yours,

Bradd Milove

CLAIM INFORMATION SHEET

I. PARTIES

CLAIMANT(S): (Provide this information even if you are represented by counsel)

Name: Dodger Inc.

Address: Main Street at Memorial Square P.O. Box 441

City: Charlestown State: Nevis Zip Code:

Daytime Telephone: 5255-529-13802 Fax #: E-mail Address:

Residence during the time of the dispute (if different from above):

Name:

Address:

City: State: Zip Code:

Claimant is a:

- [X] Public customer
- [ ] Broker-dealer BD #
- [ ] Person associated with a broker-dealer CRD #

Claimant's Counsel/Representative (if applicable): (Note: NASD requires that persons representing Florida investors in arbitration proceedings conducted in or outside of the State of Florida affirm either that they are licensed to practice law and provide a bar identification number, or that they are not receiving compensation in connection with representing the party in the arbitration proceeding.)

Name: BRAD MILNE Bar ID # (if applicable): 117221

Address: 7825 FAY Avenue, Suite 200

City: LA JOLLA State: CA Zip Code: 92037

Business Telephone: (619) 696-5200 Fax #: (619) 696-5393 E-mail Address: bmilne@aol.com

If needed, copy this page to list additional Claimants.

CLAIM INFORMATION SHEET

RESPONDENT(S)

Respondent #1:

Name: BROADSTREET SECURITIES

Address: 2361 CAMPUS DRIVE, 2ND FLOOR

City: IRVINE State: CA Zip Code: 92612

Business Telephone Fax E-mail Address

Respondent #1 is a:
☐ Public customer ☒ Broker-dealer ☐ Person associated with a broker-dealer

BD # 14667 CRD #

Respondent #2:

Name: FIDELITY Investments Institutional Services Company NATIONWIDE FINANCIAL AND NATIONAL FINANCIAL SERVICES LLC.

Address: 200 SEAPORT Blvd, BOSTON, MASS 02110 ⇐ OFFICE

City: BOSTON State Zip Code

Business Telephone Fax # E-mail Address

Respondent #2 is a :
☐ Public customer ☒ Broker-dealer ☐ Person associated with a broker-dealer

BD # CRD # 13041 SEC # 8-26740

200 LIBERTY STREET ⇐ MAIL
MAIL ZONE NY4A
New York, NY 10281

MAIL ADDRESS FOR FIDELITY

If needed, copy this page to list additional Respondents.

CLAIM INFORMATION SHEET

RESPONDENT(S)

Respondent #3

ARIEH MANOR

Name

2361 Campus Drive, 2nd Floor.

Address

IRVINE, CA 92612

City State Zip Code

UNKNOWN

Business Telephone Fax E-mail Address

Respondent #1 is a:

☐ Public customer ☐ Broker-dealer ☒ Person associated with a broker-dealer

BD # CRD # 2289262

Respondent #4

Stanley Clifford Brock.

Name

2311 Campus Drive, 2nd Floor

Address

Irvine, CA 92612

City State Zip Code

Unk.

Business Telephone Fax # E-mail Address

Respondent #2 is a :

☐ Public customer ☐ Broker-dealer ☒ Person associated with a broker-dealer

BD # CRD # 31684

If needed, copy this page to list additional Respondents.

Respondent #: 5

CLIFFORD POPPER

Name

Not currently Registered / formerly with Brookstreet Secs in FLORIDA BRANCH

Address

may be in Boca Raton, Fla

City State Zip Code

Business Telephone Fax # E-mail Address

Respondent #2 is a :

☐ Public customer ☐ Broker-dealer ☒ Person associated with a broker-dealer

BD # CRD # 1189135

If needed, copy this page to list additional Respondents.

CLAIM INFORMATION SHEET

II. CLAIMS

Accounts: If the dispute or claim involves activity with respect to an account or accounts, please list each account and indicate the type of account it is (e g., joint account, custodial account, etc)

1.

Dodger Inc. — INDIVIDUAL/CORP.

Name (exactly as it appears on the account) — Type of Account

Brookstreet Securities — 2002

Name of Firm and Branch Office — Date Account Opened

Ameh Mandr. — 344095

Name of Registered Representative — Account Number

** other accts may have been maintained by Respondents

2.

Name (exactly as it appears on the account) — Type of Account

Name of Firm and Branch Office — Date Account Opened

Name of Registered Representative — Account Number

3.

Name (exactly as it appears on the account) — Type of Account

Name of Firm and Branch Office — Date Account Opened

Name of Registered Representative — Account Number

If needed, copy this page to list additional accounts.

CLAIM INFORMATION SHEET

Type of Dispute: (Check where applicable)

a. Account Related

X	Breach of Contract		Collection		Dividends
X	Errors/Charges		Exchanges		Failure to Supervise
X	Margin Calls	X	Negligence		Transfer
X	Other FRAUD				

b. Executions

	Execution Price		Failure to Execute		Incorrect Quantity
	Limit Versus Market Order		Other		

c. Account Activity

X	Breach of Fiduciary Duty	X	Churning	X	Manipulations
X	Misrepresentations/Non-Disclosures	X	Omission of Facts	X	Suitability
X	Unauthorized Trading	X	Other		

d. Employment

	Breach of Contract		Commissions		Compensation
	Discrimination Age		Discrimination Disability		Discrimination Gender
	Discrimination National Origin		Discrimination Race		Discrimination Religion
	Discrimination Sexual Preference		Partnerships		Promissory Notes
	Sexual Harassment		Training Contracts		Wrongful Termination
	Other		Libel or Slander on Form U-5		Libel or Slander

e. Trading Dispute

	Buy-In		D.K.s	X	Manipulation
	Markups	X	Sell Outs		Stock Loan
	Transfers		Others		

f. Other

X	Clearing Dispute		Defamation		Indemnification
	Raiding Disputes		Underwriting		Other

Type of Security(ies), Financial Instrument(s), and/or Investment(s) involved in the Dispute:

	Annuities		Certificates of Deposit		Commodities Futures
	Common Stock		Corporate Bonds	X	"Fannie Maes"
X	"Freddie Macs"	X	"Ginnie Maes"		Government Securities
	Hedge Funds		Limited Partnerships		Mutual Funds
	Municipal Bonds		Municipal Bond Funds		Options
X	Other Types of Securities		Preferred Stock		Repurchase Agreements
	Real Estate Investment Trust		Reverse Repurchase Agreements		Stock Index Futures
	Warrants/Rights	X	CMO'S / DERIVATIVES		

CLAIM INFORMATION SHEET

III. RELIEF REQUESTED

1. Damages

Actual Damages Requested
(monetary sum required to compensate a party for his or her loss excluding interests and expenses) $ 1 million + 1.

Punitive Damages Requested
(monetary amount intended to punish the wrongdoer) 1 million + 2.

*AMOUNT IN DISPUTE: 2 million + 3.

*Use this amount to calculate the correct filing fee in Part IV. This amount *must* match the amount stated in your claim

Interest
(include calculations, if possible) # 1800

2. Other Type of Relief Requested

Specific Performance (Specify the type of specific performance sought)
(specific performance requires parties to take an action, such as turning over ownership of stocks)
[illegible] / ELDER ABUSE [illegible]

Injunctive Relief (Specify the type of injunctive relief sought)
(injunctions require parties to refrain from certain actions)

3. Costs
(Provide specific amounts, if known If not known, please mark an "X" to indicate the costs you are requesting)

X Forum Fees

X Attorney's Fees

X Witness and Production Fees

X Other Case-Related Costs

NASD Dispute Resolution Arbitration
UNIFORM SUBMISSION AGREEMENT

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)

Dodger Inc.

and

Name(s) of Respondent(s)

Brookstreet Securities Corporation;
Fidelity Investments Institutional Services Company;
National Financial Services LLC; Arieh Mathur; Stanley Brooks
and Clifford Popper

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.

2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.

3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.

4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. The parties hereto have signed and acknowledged the foregoing Submission Agreement

Dodger Inc by authorized representative Juan Nasielski
Claimant Name (please print)

[signature] July 9, 2007
Claimant's Signature Date

Sofia Nasielskier
Claimant Name (please print)

[signature] July 9, 2007
Claimant's Signature Date

If needed, copy this page.

MILLER & MILOVE
ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200
LA JOLLA, CALIFORNIA 92037
OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

July 25, 2007

NASD Dispute Resolution
One Liberty Plaza
165 Broadway
27th Floor
New York, NY 10006

VIA FED EX OVERNIGHT DELIVERY

Re: GOLD INC.; BORUJ, INC.; SALOMON HELFON TUACHI v. BROOKSTREET SECURITIES, FIDELITY INVESTMENTS COMPANY and RELATED COMPANIES, ARIEH MANOR, STANLEY BROOKS and CLIFFORD POPPER

Dear Administrator,

Enclosed please find the STATEMENT OF CLAIM (with 16 copies), the executed Uniform Submission Agreements, the executed Claim Information Sheet and the filing fee check in the amount of $1,800.

Please immediately file, process and serve this matter as time is of the essence. Please contact the undersigned with any questions or comments and thank you for your professional attention to this matter.

Very truly yours,

Bradd Milove

NASD Arbitration
UNIFORM SUBMISSION AGREEMENT

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)
GOLD INC.; BORUJ INC.; SALOMON HELFON TUACHI

and

Name(s) of Respondent(s)
BROOKSTREET SECURITIES CORPORATION; FMR CORPORATION c/k/a FIDELITY INVESTMENTS [illegible] COMPANY; NATIONAL FINANCIAL; FIDELITY NATIONAL FINANCIAL SERVICES LLC
ARLEN MANOR; STANLEY BROOKS; CLIFFORD POPPER

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers. cross claims and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution. By-Laws. Rules, Regulations. and/or *Code of Arbitration Procedure* of the sponsoring organization.

2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.

3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s) The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations, and/or *Code of Arbitration Procedure* of the sponsoring organization

4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. The parties hereto have signed and acknowledged the foregoing Submission Agreement

Boruj Inc. by authorized representative LIA HERING DE MALSIECKIE
Claimant Name (please print)

[signature] 7/24/07
Claimant's Signature Date

Claimant Name (please print)

Claimant's Signature Date

If needed, copy this page.

Exh. A, p. 55

NASD Arbitration
UNIFORM SUBMISSION AGREEMENT

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)
GOLD INC.; BORUJ ENY; SHLUMO HELFON TUACHI

and

Name(s) of Respondent(s)
BROADSTREET SECURITIES CORPORATION; FMR CORPORATION a/k/a FIDELITY INVESTMENT COMPANY; NATIONAL FINANCIAL; FIDELITY NATIONAL FINANCIAL SERVICES LLC; ANGH MATHUR; STANLEY BROOKS; CLIFFORD POPPER

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, cross claims and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or *Code of Arbitration Procedure* of the sponsoring organization.

2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration

3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations, and/or *Code of Arbitration Procedure* of the sponsoring organization.

4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. The parties hereto have signed and acknowledged the foregoing Submission Agreement.

SALOMON HELFON TUACHI
Claimant Name (please print)

[signature] July 9th 2007
Claimant's Signature Date

Claimant Name (please print)

Claimant's Signature Date

If needed, copy this page.

NASD Arbitration
UNIFORM SUBMISSION AGREEMENT

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)

and

Name(s) of Respondent(s)

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, cross claims and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or *Code of Arbitration Procedure* of the sponsoring organization.
2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.
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4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.
5. The parties hereto have signed and acknowledged the foregoing Submission Agreement.

CLARA FILCER, PERSONALLY and as Authorized Agent of GOLD, INC.
Claimant Name (please print)

* [signature] 18-07-2007
Claimant's Signature → Date

Claimant Name (please print)

Claimant's Signature Date

If needed, copy this page.

From:BRADD MILOVE APC 858 457 7567 07/17/2007 12:23 #146 P.001/001

NASD Arbitration
UNIFORM SUBMISSION AGREEMENT

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)
GOLD INC.; BORU J INC.; SALOMON HELFON-[illegible]

and

Name(s) of Respondent(s)
BROADSTREET SECURITIES CORPORATION; FMR CORPORATION a/k/a FIDELITY INVESTMENTS COMPANY; NATIONAL FINANCIAL; FIDELITY NATIONAL FINANCIAL SERVICES LLC; ALLEN [illegible]; STANLEY BROOKS; CLIFFORD CUPPER

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, cross claims and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or *Code of Arbitration Procedure* of the sponsoring organization.

2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.

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4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. The parties hereto have signed and acknowledged the foregoing Submission Agreement

CLARA FILCER PERSONALLY and as Authorized Agent of GOLD, INC.
Claimant Name (please print)

[signature] 18-07-2007
Claimant's Signature Date

Claimant Name (please print)

Claimant's Signature Date

If needed, copy this page.

C

RECEIVED
JAN 1 0 2008
FINRA DR
Western Region

FINRA
Financial Industry Regulatory Authority

INITIAL PRE-HEARING CONFERENCE
Scheduling Order

FINRA DISPUTE RESOLUTION

INITIAL PRE-HEARING CONFERENCE
SCHEDULING ORDER IN THE MATTER OF:

CLAIMANT(S). DODGER, INC

RESPONDENT(S): BROOKSTREET SECURITIES, FIDELITY INVESTMENTS CO. et al. MASTER CASE 07-02185

CASE #: 07-02060

An initial Pre-hearing telephonic conference was held in the above captioned matter on 01/07/08 (month/date/year). Participating in the hearing were: [list the attending individuals]

Chairperson: JAMES H. BOWERSOX

Panelist: E. MILTON FROSBURG, ESQ.

Panelist: PATRICIA REILLY

Claimant's Representative: BRADD L. MILOVE, ESQ.

#1 Respondent's Representative: H. THOMAS FEHN

#2 " " ARTHUR S. LEIDER

#3 ~~#2~~ Respondent's Representative: KEVIN K. FITZGERALD

#4 MICHAEL G. SHANNON, ESQ

FINRA Dispute Resolution Staff: LAURA D. McNAMIRE

The following was agreed upon during the conference and is now entered as the Initial Pre-hearing Conference Scheduling Order:

1. The parties accepted the panel's composition. (If not, please explain.)

YES

2. The first scheduled hearing session in this matter will begin at: 0900 (time) on 10-27-08 (month/date/year). The following dates have also been reserved for this hearing: 10-28 to 10-31-08 AND 11-03 to 11-07-08. HEARING TO BE HELD IN SAN DIEGO, CA

3. Discovery cut off date (last day to serve discovery requests) 8-04-08

Responses to Discovery requests due 9-03-08

4. The Chairperson and parties have tentatively reserved 3-18-08 (month/day/year) at 0900 (time) for a Pre-hearing date to resolve discovery matters SEE #5. ALL MOTIONS HEARD ON 3-18-08

Discovery Motions due (please specify date). 1-28-08

Opposition due (please check the applicable box):

☐ Opposition to Discovery Motions due within ten (10) days of receipt of the Motion, in accordance with the applicable NASD Code of Arbitration Procedure for Customer or Industry Disputes;

or

☒ Opposition to Discovery Motions due (please specify date and type of Motion [if known]):

2-25-08 MOTIONS TO COMPEL

Reply Brief, if permitted, due (please specify date): 3-10-08

(please allow FINRA at least one week to forward the pleadings to the Panel prior to any conference call)

Method of Delivery (for cases Involving Direct Communication): ______________

5 The arbitrators and parties have tentatively reserved 3-18-08 (month/day/year) at 0900 (time) for a Pre-hearing date to resolve MOTIONS TO DISMISS

Motions due (Please specify date): 1-28-08

Opposition due (please check the applicable box):

☐ Opposition to Motions due within ten (10) days of receipt of the Motion, In accordance with the applicable NASD Code of Arbitration Procedure for Customer or Industry Disputes;

or

☒ Opposition to Motions due (please specify date and type of Motion (if known)):

2-25-08 MOTIONS TO DISMISS

Reply Brief, if permitted, due (please specify date): 3-10-08

(please allow FINRA at least one week to forward the pleadings to the Panel prior to any conference call)

Method of Delivery (for cases involving Direct Communication): ______________

Note on Dispositive Motions FINRA Dispute Resolution does not have a rule that expressly addresses dispositive motions before a hearing on the merits. It is the responsibility of the panel to determine whether to entertain a dispositive motion If the motion will be entertained, for cases proceeding according to the Old Code, 20 day hearing 10/7/08

Customer Code, or Industry Code, the response to a motion to dismiss will not be due until the panel sets a deadline for the response

6. If Pre-hearing briefs are filed, they must be filed by: OPTIONAL BRIEFS BY 10-20-08

7. The Codes of Arbitration Procedure outline the parties' obligation to exchange witness lists at least twenty (20) calendar days prior to the first scheduled hearing date. The panel requests that, concurrently with the parties' timely exchange of the witness lists, the parties send copies of the witness lists to FINRA for forwarding to the panel. The panel's timely receipt of the witness list will enable the arbitrators to review the witness list in advance of the hearing to determine if the appearance of a witness identified in the witness list may create a potential conflict with an arbitrator or otherwise trigger additional disclosures by an arbitrator. To assist the arbitrators in making these conflict checks, the parties should list the business affiliation of each witness, or other descriptive information.

Witness lists due (Please specify date): NO LATER THAN 10-20-08

8. Communication between parties and arbitrators. (Check one)

☐ All named parties and all arbitrators have agreed to proceed under the voluntary direct communication provisions of the *Codes of Arbitration Procedure (Codes)*. All parties agree that their counsel will alert all other parties, all arbitrators, and the FINRA Dispute Resolution case administrator of any changes in representation. If counsel no longer represents a party, this Paragraph will become inoperative and all parties shall cease direct communication with the arbitrators and direct all communication to the assigned FINRA Dispute Resolution case administrator, with the appropriate number of copies for distribution to the arbitrators.

a) All parties shall send only the following correspondence directly to the arbitrators (e.g., motions, responses, replies, sur-replies, briefs, etc.):

b) Parties shall use the following method of transmission when communicating directly with the arbitrators (e.g., electronic mail, facsimile, overnight courier, U.S. mail):

If the parties and arbitrators agree to communicate by fax, parties must transmit documents that exceed 15 pages to FINRA Dispute Resolution by overnight courier or U.S. mail

c) Below is a list of the electronic mail addresses, fax numbers, or mailing addresses of all named parties, arbitrators, and the FINRA case administrator assigned to this matter:

____

____

____

____

____

____

____

d) All faxes and electronic mail messages should include the confidentiality language previously provided to the parties by FINRA Dispute Resolution.

☒ Parties and arbitrators do not agree to voluntary direct communication between the parties and arbitrators Parties should not communicate with any member of the panel except in the presence of all parties or representatives All correspondence and pleadings must be sent to the FINRA Dispute Resolution staff for distribution to the panel, and such correspondence or pleadings should be sent to all parties in the same manner and at the same time it is sent to FINRA Dispute Resolution

9. Other rulings (e.g., extra fees to be deposited): ____________________

____

____

10. If the parties settle this matter with no further hearings:

a) The cost of this IPHC will be borne as follows

30 % to Claimant(s), jointly and severally
30 % to Respondent(s) BROOKSTREET jointly and severally
30% assessed to NATIONAL FINANCIAL
5% assessed to PORPER
5% assessed to MANOR

NOTE: Outstanding forum fees that have not yet been resolved or assessed by the panel, the parties, or another Rule will be divided equally among the parties.

This Order will remain in effect unless amended by the arbitration panel. However, paragraph 8 may be canceled by a party, an arbitrator, or as provided in the paragraph

Dated: 1-08-08

James T. H. Sorensen

Chairperson
On behalf of the arbitration panel

D

Brian D. Miller, Esq /S.B.# 117262
Bradd L. Milove, Esq /S.B.#117221
Miller & Milove
7825 Fay Avenue, Suite 200
La Jolla, CA 92037
(619) 696-5200
(619) 696-5393 fax

Attorneys for Claimants

MILLER & MILOVE
ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200 ❖ LA JOLLA, CALIFORNIA 92037
OFFICE: (619) 696-5200 ❖ FACSIMILE: (619) 696-5393

FINANCIAL INDUSTRY REGULATORY AUTHORITY

ARBITRATION PROCEEDING

In the matter of the Arbitration Between DODGER INC., Claimant, v. BROOKSTREET SECURITIES CORPORATION; NATIONAL FINANCIAL SERVICES LLC; FIDELITY INVESTMENTS COMPANY; ARIEH MANOR; STANLEY BROOKS; and CLIFFORD POPPER Respondents.	CONSOLIDATED FINRA CASES 07-02185 and 07-02060 SUBPOENA TO INTERACTIVE DATA CORPORATION 19200 Von Karman Ave. Irvine, CA 92612
In the matter of the Arbitration between GOLD, INC; BORUJ, INC.; and SALOMON HELFON TUACHI, Claimants, v. BROOKSTREET SECURITIES CORPORATION; NATIONAL FINANCIAL SERVICES LLC; FIDELITY INVESTMENTS COMPANY; ARIEH MANOR; STANLEY BROOKS; and CLIFFORD POPPER Respondents.	

MILLER & MILOVE
ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200 ❖ LA JOLLA, CALIFORNIA 92037
OFFICE: (619) 696-5200 ❖ FACSIMILE: (619) 696-5393

TO: **INTERACTIVE DATA CORPORATION**
19200 Von Karman Ave.
Irvine, CA 92612

1. YOU ARE ORDERED TO PRODUCE THE RECORDS described in item 3 as follows: by delivering a true, legible, and durable copy of the records described in item 3, enclosed in a scaled inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an other envelope or wrapper, sealed, and mailed to the attorney at the address stated below:

Attorneys:	Bradd L. Milove, Esq.
Date:	May 20, 2008
Time:	10:00 A.M.
Address:	MILLER & MILOVE 7825 Fay Avenue, Suite 200 La Jolla, CA 92037

2 The records are to be produced by the date and time show in item 1.

3. The records to be produced are described as follows:

SEE ATTACHMENT "A"

FINRA DISPUTE RESOLUTION

DATE ISSUED: 4-25-08

James H. Bowersox
James H. Bowersox
Arbitration Chairman

MILLER & MILOVE
ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200 ❖ LA JOLLA, CALIFORNIA 92037
OFFICE: (619) 696-5200 ❖ FACSIMILE: (619) 696-5393

ATTACHMENT A

DOCUMENTS TO BE PRODUCED BY INTERACTIVE DATA CORPORATION

DEFINITIONS:

A. For the purposes of this Subpoena, the term "INTERACTIVE DATA CORPORATION" shall mean and include Interactive Data Corporation (NYSE stock symbol "IDC," headquarters in Bedford, Massachusetts) and any and all subsidiaries and operating divisions, including but not limited to FT Interactive Data, Interactive Data Pricing and Reference Data, Inc., Interactive Data Real-Time Services, Inc. (headquarters in White Plains, New York), Interactive Data Fixed, Income Analytics (headquarters in Los Angeles, California) and eSignal.

B The term "INTERACTIVE DATA CORPORATION" or "IDC" shall also mean and include all of its employees, including but not limited to Lauren Luther (Supervisor), Jeff D'Arcy (Supervisor CS WEST, Interactive Data), Karen Martell, Gina Mastro, Ricardo Nichols, Kurt Schilling, Stephen Rappaport, David Levy, Liz Abela, Elaine Sepe, Mathew Brodin, Mike Foley, Sean O'Conner, CS East, Leah Wesemann, Sean McDonald, Emily Sloane and the Legal Department.

C The term "BROOKSTREET SECURITIES" shall mean and include Brookstreet Securities Corporation, its officers, directors, attorneys, agents and employees

D The term "BROOKSTREET SECURITIES" shall also mean and include all employees of Brookstreet Securities including but not limited to Clifford Popper, Stephanie Dow, Melissa Adorno, Stanley Brooks, Scott Brooks, James Caprio, Troy Gagliardi and Tim Swanson.

E. The term "NFS" shall mean and include National Financial Services, LLC, a Fidelity Investments Company The term "NFS" shall also include all officers, directors, attorneys and agents of NFS. The term "NFS" shall also include all employees of NFS, including but not limited to Nancy Novak, Chris Robinson, Patricia Cook, Browning Mank, Andy Glenn, Ryan Potter, any and all other employees of NFS including the NFS Legal Department, NFS Credit Department, NFS Risk Department and NFS Compliance Department.

F. The term "DOCUMENT" or "DOCUMENTS" as used herein shall mean and include any kind of written, typewritten, printed, electronic or recorded material whatsoever, including, without limitation, records, books, internal or office memoranda, e-mails, facsimiles, writings, notes, hard drives, recordings of any nature, photographs, drawings, charts, tapes, computer disks, letters and other correspondence, financial statements, reports and prospectuses, working papers, tape recordings, desk calendars, appointment books, daily calendars or schedules, copies and/or other tangible things, extracts, or summary of other documents, and drafts of any of the above, whether used or not, including all originals, copies and any other form of reproduction.

G. The term "COMMUNICATIONS" and "CORRESPONDENCE" as used herein shall be deemed to mean any and all communications and correspondence of any kind, whether oral or written, including, without limitation, letters, correspondence, notes, transcriptions, face-to-face meetings, telephone conversations, e-mails, facsimile transmissions, tape recordings, computer transmissions of any type, etc

H. Files to be searched. To assist IDC in responding to this subpoena, the files of the following individuals may contain responsive documents Lauren Luther (Supervisor), Jeff D'Arcy (Supervisor CS WEST, Interactive Data), Karen Martell, Ricky Nichols, Kurt Schilling, Mathew Brodin, Stephen Rappaport, Liz Abela, David Levy, Elaine Sepe, CS East, Mike Foley, Sean O'Conner, Gina Maestro, Leah Wesemann and the IDC Legal Department

I. "SUBJECT CMOs" shall mean Collateralized Mortgage Obligations, derivatives and other all other securities appearing in client accounts including:

		CUSIP
1.	FEDL NATL MTG ASSN SER 2006-5 CL N1 0.000% 08/25/2034 GTD REMIC PASS THRU CTF CPN PMT MONTHLY	31394VL81
2.	FEDL NATL MTG ASSN SER 2006-5 CL N2 0.009% 02/25/2035 GTD REMIC PASS THRU CTF CPN PMT MONTHLY	31394VL99
3.	GSMPS MTG LN TRUST SER 2005-RP3 CL 1AS 2 055% 09/25/2035 MOODY'S Aaa / S&P AAA CPN PMT MONTHLY	362341LM9

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4.	GSR MTG LOAN TRUST SER 2005-8F CL 5A2 0.000% 11/25/2035 INV FLTR S&P AAA CPN PMT MONTHLY	362341WG0
5.	MERRILL LYNCH MTG SER 2002-AFC-1 CL BF1 7.92% 09/25/2032 MOODY'S Baa2 / S&P BB CPN PMT MONTHLY	589929YA0
6.	FEDL HOME LN MTG CRP SER 2836 CL SG 3.383% 05/15/2034 MULTICLASS PARTN CTF GTD FLTG RT CPN PMT MONTHLY	31395FCK8
7.	STRUCTURED ASSET SEC SER 2005-RF3 CL1AIO 2 043% 06/25/2035 MOODY'S Aaa /S&P AAA CPN PMT MONTHLY	86359DMD6
8.	RESIDENTIAL ASSET SER 2004-A9 CL A3 0.000% 12/25/2034 INV FLTR S&P AAA CPN PMT MONTHLY	45660N5T8
9	FEDL HOME LN MTG CRP SER 2990 CL LM 0.000% 10/15/2034 MULTICLASS MTG PARTN CTFS GTD FLTR INV CPN PMT MONTHLY	31395V3J6
10	GSR MTG LN TR SER 2005-1F CL 4A2 0 000% 01/25/2035 VAR RATE S&P AAA CPN PMT MONTHLY	36242DVL4
11.	FEDL HOME LN MTG CRP SER 2990 CL WK 0.000% 06/15/2035 MULTICLASS MTG PARTN CTFS GTD FLTR INV CPN PMT MONTHLY	31395V4T3
12.	FEDL NATL MTG ASSN SER 2007-7 CL ES 1.080% 02/25/2037 GTD REMIC PASS THRU CTF INV FLTR CPN PMT MONTHLY	31396PSZ5
13.	FEDL HOME LN MTG CRP SER 2611 CL XM INV FLTR 05/15/2033 MULTICLASS MTG PARTN CTFS GTD CPN PMT MONTHLY	31393QY89

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14	STRUCTURED ASSET SEC SER 2005-14 CL 1A7 0 000% 07/25/2035 INV FLTR MOODY'S Aaa /S&P AAA CPN PMT MONTHLY	86359DJS7
15.	FEDL HOME LN MTG CRP SER 3267 CL SP 1.180% 11/15/2036 MULTICLASS PARTN CTF GTD INV FLTR CPN PMT MONTHLY	31397ERJ6
16.	FEDL HOME LN MTG CRP SER 3206 CL ES 1.230% 08/15/2036 MULTICLASS PARTN CTF GTD VAR RATE CPN PMT MONTHLY	31397A6H1
17.	MASTER ASSET SEC TR SER 2005-1 CL 30AX 5.500% 05/25/2035 S&P AAA CPN PMT MONTHLY	57643MKQ6
18.	FEDL NATL MTG ASSN SER 2006-61 CL SD 7 160% 07/25/2036 GTD REMIC PASS THRU CTF CPN PMT MONTHLY	31395N4T1
19.	FEDL HOME LN MTG CRP SER 2648 CL BS INV FLTR 07/15/2033 MULTICLASS MTG PARTN CTFS GTD CPN PMT MONTHLY	31394G5D1
20	FEDL HOME LN MTG CRP SER 2976 CL DT 0.000% 10/15/2034 MULTICLASS MTG PARTN CTFS GTD INV FLTR CPN PMT MONTHLY	31395U2N0
21.	GSR MTG LOAN TRUST SER 2005-5F CL 4A2 0.000% 06/25/2035 INV FLTR MOODY'S Aaa /S&P AAA CPN PMT MONTHLY	36242D6Y4
22	FEDL HOME LN MTG CRP SER 2590 CL DS 25.210% 05/15/2031 MULTICLASS PARTN CTF GTD FLTG RT CPN PMT MONTHLY	31393NFC8
23.	FEDL HOME LN MTG CRP SER 2643 CL SA 0.000% 03/15/2032 MULTICLASS MTG PARTN CTFS GTD INV FLTR CPN PMT MONTHLY	31393WDL0

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24.	CS FIRST BOSTON MTG SER 2003-AR12 3XA1 0.000% 04/25/2033 VAR RT MOODY'S Aaa /S&P AAA CPN PMT MONTHLY	22541N5B1
25.	GOVT NATL MTG ASSN SER 2003-60 CL IK 5.500% 05/16/2033 REMIC PASS THRU CTFS GTD CPN PMT MONTHLY	38374BKW2
26.	GOVT NATL MTG ASSN SER 2003-98 CL IK 5.000% 11/20/2033 REMIC PASS THRU CTFS GTD CPN PMT MONTHLY	38374EVC8
27.	FEDL HOME LM MTG CRP SER 2955 CL PS 0.000% 03/15/2035 MULTICLASS MTG PARTN CTFS GTD INV FLTR CPN PMT MONTHLY	31395PC59
28.	FEDL NATL MTG ASSN SER 2005-44 CL DI 6.250% 03/25/2035 GTD REMIC PASS THRU CTF CPN PMT MONTHLY	31394DPZ7
29.	MASTER ASSET SEC TR SER 2005-1 CL 30AX 5.500% 05/25/2035 S&P AAA CPN PMT MONTHLY	57643MKQ6
30	FEDL NATL MTG ASSN TR 1991-G14 Cl 1 8.50% 06/25/2021 GTD REMIC PASS THRU CTFS CPN PMT MONTHLY	31358GJ99
31.	STRUCTURED ASSET SEC SER 2005-RF2 CL AI0 3.253% 04/25/2035 FLTG MOODY'S Aaa/ S&P AAA CPN PMT MONTHLY	86359DEY9
32.	FEDL NATL MTG ASSN SER 2005-14 CL SM 0.000% 08/25/2035 MULTICLASS MTG PARTN CTFS GTD INV FLTR CPN PMT MONTHLY	86359DJS7
33.	FEDERAL HOME LN BKS RANGE BD FLT 10.500% 01/16/2019	3133X36P3
34.	FEDERAL HOME LN BKS RANGE BD FLT 0.000% 07/02/2015	31339XQX5

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35.	FEDL NATL MTG ASSN TR 1991-G14 CL L 8.50% 06/25/2021 GTD REMIC PASS THRU CTFS	
36.	GSR MTG LN TRUST SER 2004-2F CL 3A2 6.500% 01/25/2034 S&P AAA CPN PMT MONTHLY	36229RLB3
37.	GOVT NATL MTG ASSN SER 2006-17 CL SP 10.000% 09/20/2035 REMIC PASS THRU CTFS GTD INV FLTR CPN PMT MONTHLY	38374MU72
38.	FEDL HOME LN MTG CRP SER 3019 CL IO 5.500% 04/15/2035 MULTICLASS PARTN CTF GTD	31395XV51
39.	FEDL NATL MTG ASSN SER 2007-7 CL ES 1.080% 02/25/2037 GTD REMIC PASS THRU CTF INV FLTR CPN PMT MONTHLY	31396P2Z5
40.	GOVT NATL MTG ASSN SER 2004-30 CL PS 0.000% 04/20/2034 REMIC PASS THRU CTFS GTD INV FLTR CPN PMT MONTHLY	38374F6L3
41	RBSGC MTG PASS THRU SER 2005-A CL X 6.000% 04/25/2035 MOODY'S Aaa/ S&P AAA CPN PMT MONTHLY	74927UBC1
42.	FEDL NATL MTG ASSN SER 2006-56 CL TE 9.000% 07/25/2036 GTD REMIC PASS THRU CTF INV FLTR CPN PMT MONTHLY	31395NZB6
43	FEDL HONE LN MTG CRP SER 3069 CL SW 5.158% 11/15/2035 MULTICLASS PARTN CTF GTD CPN PMT MONTHLY	31396FDG5
44.	FEDL NATL MTG ASSN SER 2006-45 CL ST 9.000% 06/25/2036 GTD REMIC PASS THRU CTF FTG CPN PMT MONTHLY	31395NER4
45.	FEDL NATL MTG ASSN SER 2005-123 CL SE 7.365 07/25/2034 GTD REMIC PASS THRU CTF INV FLTR	31394VNK2
46	FEDL HOME LN MTG CRP SER 3092 CL TA 7.250% 11/15/2035 MULTICLASS PARTN CTF GTD INV FLTR	31396FUE1

47.	BANC OF AMERICA SER 2007-2 CL 3010 6.000% 03/25/2037 FUNDING CORPORATION MOODY'S Aaa/ S&P AAA CPN PMT MONTHLY	05951GCJ9
48.	FEDERAL HOME LN BKS RANGE BD FLT 10.250% 04/16/2019	3133X5KG2
49.	GOVT NATL MTG ASSN POOL #183775 9.50% 10/15/2016 CPN PMT MONTHLY	36216SCL4
50.	FEDL NATL MTG ASSN TR 1989-35 CL 35-G 9.50% 07/25/2019 GTD REMIC PASS THRU CTF CPN PMT MONTHLY	313602VN1

DOCUMENTS TO BE PRODUCED

1. All documents relating to the pricing of "SUBJECT CMOs" on behalf of NFS and/or Brookstreet Securities from January 2004 through September 2007.

2. All documents relating to communications with the Boca Raton office of Brookstreet Securities Corp. (which officed Clifford Popper, amongst others) and/or Brookstreet Securities Corp concerning Collateralized Mortgage Obligation securities and all documents concerning those securities.

3. All non-privileged documents in the files of the IDC Legal Department relating to the termination of services to Brookstreet Securities and/or Clifford Popper

4. All contracts with NFS relating to IDC pricing services which cover Collateralized Mortgage Obligations, Mortgage Backed Securities and/or derivatives thereof in force and effect from January 1, 2004 to date.

5. All contracts with Brookstreet Securities relating to IDC pricing services for Collateralized Mortgage Obligation Securities, Mortgage Backed Securities and/or derivatives thereof in force and effect from January 1, 2004 to date

6. All documents reflecting payments received by IDC from NFS and/or Brookstreet Securities and/or Clifford Popper during the period January 1, 2004 through September 2007 which includes compensation in whole or in part for pricing the Subject CMOs.

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7. All documents relating to contacts, investigations and/or interviews of sources by IDC for the purpose of obtaining information utilized in pricing the Subject CMOs, including but not limited to handwritten notes, reports, records and correspondence. (To assist in your search, attached is the October 29, 2004 correspondence concerning IDC communication with John Caporuscio IDC may have also contacted Robert Pedretti, Michael Wienckowski and Joseph Valentine.)

8 All correspondence relating to Brookstreet Securities and/or Clifford Popper, including but not limited to correspondence with NFS, Fidelity Investments, FMR Corporation, the United States Securities and Exchange Commission, the NASD, FINRA and all other industry and governmental agencies, LIMITED TO THE PERIOD JANUARY 2004 THROUGH SEPTEMBER 2007.

~~9. All documents relating to the Subject CMOs.~~ delete

c07004033.sub

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E

McDermott
Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Munich
New York Orange County Rome San Diego Silicon Valley Washington D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

Mark W. Pearlstein
Attorney at Law
mpearlstein@mwe.com
617 535 4425

May 20, 2008

VIA FACSIMILE AND MAIL (619) 696-5393

Bradd Milove, Esq.
Miller & Milove
7525 Fay Avenue, Suite 200
La Jolla, CA 92037

Re: *Dodger, Inc. and Gold, Inc. et al. v. Brookstreet Securities Corp. et al.*,
FINRA Arbitration No. 07-02060
Subpoena to Interactive Data Corporation

Dear Mr. Milove:

This firm represents Interactive Data Corporation ("Interactive Data") in connection with the above-referenced arbitration subpoena, which was served upon Interactive Data on Friday, May 16, 2008. Interactive Data objects to the subpoena for the reasons set forth below.

As an initial matter, the subpoena is unreasonably broad, and would impose an enormous burden on my client, which, as you know, is not a party to the arbitration. *See* Fed. R. Civ. P. 45(c) (stating that "a party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense" on the entity subpoenaed). In light of the sheer volume of documents requested and the difficulty of locating all potentially responsive documents, production of documents in response to the subpoena would be unduly time consuming and extremely expensive.

Moreover, the subpoena purports to require my client to search for and produce a potentially vast quantity of documents by May 20, two business days after service. This is a wholly unreasonable timetable, as I am sure you are aware.

Finally, and most significantly, the subpoena is unenforceable, as it purports to seek pre-hearing discovery from a non-party in connection with a FINRA arbitration proceeding subject to the Federal Arbitration Act. *See* 9 U.S.C. § 7. While an arbitrator may issue subpoenas requiring non-parties to appear at and bring documents to an arbitration hearing,[1] courts have held that arbitrators do not have the power to require non-parties to submit to pre-hearing discovery. *See,*

[1] Even then, however, such subpoenas may only seek items "which may be deemed material as evidence in the case." 9 U.S.C. § 7. The voluminous nature of the subpoena's requests indicates that the subpoena is not limited to documents that could be considered "material evidence," and instead is much broader.

Bradd Milove, Esq
May 20, 2008
Page 2

e.g., *Hay Group, Inc. v. E.B.S. Acquisition Corp.*, 360 F.3d 404, 411 (3rd Cir. 2004) (holding that an arbitration panel does not have the power to issue a subpoena for pre-hearing document production from a non-party); *Comsat Corp. v. National Science Foundation*, 190 F.3d 269, 276 (4th Cir. 1999) (holding that the arbitrator did not have the power to issue a subpoena for pre-hearing discovery to a non-party in the absence of special need). The undue breadth of the subpoena at issue here underscores the reasoning of these courts: "Under a system of pre-hearing document production, . . . there is less incentive to limit the scope of discovery and more incentive to engage in fishing expeditions that undermine some of the advantages of the supposedly shorter and cheaper system of arbitration." *Hay*, 360 F.3d at 109. *See also Comsat*, 190 F.3d at 276 ("The rationale for constraining an arbitrator's subpoena power is clear. Parties to a private arbitration agreement forego certain procedural rights attendant to formal litigation in return for a more efficient and cost-effective resolution of their dispute. A hallmark of arbitration – and a necessary precursor to its efficient operation – is a limited discovery process.").

Accordingly, Interactive Data respectfully declines to produce documents in response to the subpoena. To the extent that you file an action in federal court seeking enforcement of the subpoena, Interactive Data intends to oppose any such action. If, contrary to law and fact, such a court were to enforce the subpoena, Interactive Data would seek an order conditioning its compliance with the subpoena on your clients' payment of its costs and expenses of responding to the subpoena, including its attorneys' fees.

Please do not hesitate to contact me if you have any questions about this matter.

Sincerely,

Mark W. Pearlstein

cc: Laura McLane, Esq.

BST99 1572376-1.074531.0016

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Munich New York Orange County Rome San Diego Silicon Valley Washington, D.C
Strategic alliance with MWE China Law Offices (Shanghai)

FACSIMILE

Date: May 20, 2008 **Time Sent:**

To:	**Company:**	**Facsimile No:**	**Telephone No:**
Bradd Milove, Esq.	Miller & Milove	619.696 5393	

From:	Mark W. Pearlstein	*Direct Phone*	617.535.4425
E-Mail:	mpearlstein@mwe.com	*Direct Fax:*	617.535.3800
Sent By.	Debbie Looke	*Direct Phone:*	617.535 3984
Client/Matter/Tkpr:	074531-0016-05663	*Original to Follow by Mail:*	Yes
		Number of Pages, Including Cover	3

Re: Dodger, Inc and Gold, Inc., et al. v. Brookstreet Securities Corp., et al.

Message:

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original message to us at the below address by mail. Thank you

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL AS SOON AS POSSIBLE.

Main Facsimile: 617.535.3800 Facsimile Operator: 617.535.4000

U.S. practice conducted through McDermott Will & Emery LLP.
28 State Street Boston, Massachusetts 02109-1775 Telephone: 617.535.4000

BST99 1572534-1.074531.0016

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OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

June 3, 2008

Mark W. Pearlstein
McDermott Will & Emery
28 State Street
Boston, Massachusetts 02109-1775

VIA FACSIMILE: 617-535-3800 AND U.S. MAIL

Re: Dodger Inc. and Gold Inc. et al. v. Brookstreet Securities Corp., et al.
FINRA Case No 07-02060
Subpoena to Interactive Data Corporation

Dear Mr. Pearlstein:

Reference is made to your letter dated May 20, 2008 to Mr. Milove of this firm which objects to the production of documents on behalf of Interactive Data Corporation

With respect to the argument that the request is unreasonably broad, we note that the rules of FINRA provide for the issuance of a subpoena after providing an opportunity for parties to object. The objection that the request is unreasonably broad was fully vetted and the subpoena was issued after this objection was duly considered by the Panel, which conducted an in person pre-arbitration conference in part to consider this matter on March 27, 2008. Indeed, the Panel's ruling narrowed the scope of the subpoena.

With respect to the argument that production would impose an enormous burden the argument is unsupported. We are willing to consider a claimed hardship supported by specific facts relating thereto. However, we have been provided no facts supporting the bald assertion of hardship.

With respect to the argument that the time period for production is unreasonable, we are sympathetic. The short period for production was the result of an unforeseen delay in obtaining the subpoena from FINRA after submission. We would grant reasonable time for compliance if your client was inclined to comply with the subpoena.

With respect to your argument that the subpoena is unenforceable as pre-hearing discovery, you cite authority which acknowledges a split in the opinions on the subject and in any event is readily distinguishable where state law, such as California, permits the issuance of the subpoena.

We request that you reconsider the arguments and objections and contact us by Friday, June 6, 2008 if there is any intent to comply with the subpoena.

Please contact the undersigned with any questions or comments

Very truly yours,

Brian D. Miller

BDM/ln
C07004041.ltr

P. 1

* * * Communication Result Report (Jun. 3. 2008 3:10PM) * * *

1)
2)

Date/Time: Jun. 3. 2008 3:09PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1321	Memory TX	916175353800	P. 3	OK	

Reason for error
E 1) Hang up or line fail
E 2) Busy
E 3) No answer
E 4) No facsimile connection
E 5) Exceeded max E-mail size

MILLER & MILOVE

ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200
LA JOLLA, CALIFORNIA 92037

OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

FACSIMILE TRANSMISSION

RE: IDC

TO: Mark Pearlstein

FAX: 617-535-3800

FROM: BRIAN MILLER

PHONE: (619) 696-5200
FAX: (619) 696-5393

DATE: 6/3/2008

Number of Pages (including cover page): 3

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OFFICE: (619) 696-5200 LA JOLLA, CALIFORNIA 92037 FACSIMILE: (619) 696-5393

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RE: IDC

TO: Mark Pearlstein

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PHONE: (619) 696-5200
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DATE: 6/3/2008

Number of Pages (including cover page): 3

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G

McDermott
Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Munich
New York Orange County Rome San Diego Silicon Valley Washington, D C
Strategic alliance with MWE China Law Offices (Shanghai)

Mark W Pearlstein
Attorney at Law
mpearlstein@mwe.com
617 535 4425

June 10, 2008

VIA FACSIMILE AND MAIL 619.696.5393

Brian D. Miller, Esq.
Miller & Milove
7825 Fay Avenue, Suite 200
LaJolla, CA 92037

Re: *Dodger Inc and Gold Inc. et al. v Brookstreet Securities Corp., et al*
FINRA Case No 07-02060
Subpoena to Interactive Data Corporation

Dear Mr Miller:

I am writing in response to your letter to me dated June 3, 2008

As an initial matter, your letter indicates that the parties had the opportunity to object to the breadth of the arbitration subpoena in proceedings before the arbitration panel. However, as you know, Interactive Data Corporation ("Interactive Data") is not a party to the arbitration, and did not participate in such proceedings.

You have asked for more specific information regarding the burden that complying with the arbitration subpoena would impose on my client, and below we endeavor to supply you with details demonstrating, by way of example and without limitation, the overly broad nature of the subpoena and the unreasonable burden and expense that responding to it would impose on Interactive Data.

First, the definitions in the subpoena, which shape the document requests, are sweeping and overly inclusive. For example, the definition of "Interactive Data Corporation" or "IDC" purports to include several businesses that have no connection whatsoever to this matter, as well as their employees. Specifically, the entity that produces the evaluations is Interactive Data Pricing and Reference Data, Inc. ("PRD"). The definition of "Subject CMOs" is also enormously overbroad, as it calls for "Collateralized Mortgage Obligations, derivatives and . . . all other securities appearing in client accounts including [the 50 items specifically listed]." The PRD subsidiary of Interactive Data evaluates approximately 1.2 million mortgage related securities, out of which approximately 135,000 are CMOs. In addition, the definition includes derivatives, which is a very broad term that encompasses many types of fixed income and equity instruments. Moreover, as the definition also includes "all other securities appearing in client accounts," it purports to encompass the full universe of the more than 6 million securities that PRD covers.

The document requests themselves are also unreasonably broad. Responding to them would be extremely costly and would require very substantial effort by the Company's employees and attorneys. For example, responding to the first request, which calls for "[a]ll documents relating to the pricing of the 'SUBJECT CMOs' on behalf of NFS and/or Brookstreet Securities from January 2004 through September 2007," could consume an enormous amount of time, at significant expense. NFS receives a full universe file of CMOs on a daily basis, and Interactive Data and PRD are not privy to information regarding which securities are held by NFS' clients. Accordingly, providing responsive data regarding the CMO universe would require the Company to search and review the following types of databases and sources of information:

- Nearly four years of evaluated pricing history for all securities delivered to NFS: Taking into account just the universe of CMOs (approx. 135,000 securities) this equates to well over one hundred million evaluations.

- The tracking query database: In order to research a specific security identifier and its relationship to a client, it is estimated that approximately 15 minutes would be spent per identifier to produce the available information. Therefore, to research the full universe of CMOs, approximately 33,750 hours would be required. Moreover, due to confidentiality considerations, additional time would be required in order to ensure that documents do not contain records of communications with NFS that relate to NFS clients other than Brookstreet.

- Hard copy files and data: Based on the subpoena's definitions and the breadth of the first request, all data taken into account in performing evaluations would have to be reviewed, which includes a substantial amount of proprietary data contained in hard copy files, many of which are archived. The process would be labor intensive and, due to the nature of the materials sought, would have to be performed by employees of PRD with specific subject matter expertise, causing substantial disruption to PRD's business for a protracted period of time.

- Email databases: As an initial matter, the breadth of the first request may require that employees' email files be restored. Moreover, based on the broad nature of the definitions in the subpoena, searching email files will be extremely cumbersome, particularly, for example, given difficulties in identifying every NFS employee, attorney, and agent, and given the likelihood that many such emails contain confidential or privileged information, or information regarding clients other than Brookstreet.

The foregoing are examples of the issues raised by just one request in the arbitration subpoena. The subpoena's other requests raise similar issues, as well as additional concerns. For example, the request for files in the possession of Interactive Data's Legal Department (Request No. 3) raises serious concerns from a privilege and attorney work product standpoint, as I am sure you can understand.

Moreover, we believe that the vast majority of the documents you seek in the arbitration subpoena are available from the parties to the arbitration. In these circumstances, it is unnecessary to obtain the same documents from my client, a non-party to the arbitration, at substantial burden and expense.

Finally, based on the case law which holds that subpoenas to non-parties for pre-hearing discovery are unenforceable in arbitration proceedings subject to the Federal Arbitration Act, 9 U.S.C. § 7, Interactive Data continues to respectfully decline to produce documents in response to the arbitration subpoena. *See, e.g., Hay Group, Inc. v. E.B.S. Acquisition Corp.*, 360 F.3d 404, 411 (3rd Cir. 2004) (holding that an arbitration panel does not have the power to issue a subpoena for pre-hearing document production from a non-party); *Comsat Corp. v. National Science Foundation*, 190 F.3d 269, 276 (4th Cir. 1999) (holding that the arbitrator did not have the power to issue a subpoena for pre-hearing discovery to a non-party in the absence of special need). If you choose to file an action seeking enforcement of the arbitration subpoena, we will request that the court deny the subpoena's enforcement. In the alternative, given the unduly burdensome nature of the subpoena as discussed above, we will request that any order requiring Interactive Data to comply with the subpoena be conditioned upon your clients paying the Company's costs of complying with the subpoena.

Do not hesitate to contact me with your questions or comments.

Very truly yours,

Mark W. Pearlstein

MWP/dal

cc: Laura McLane, Esq.

BST99 1574316-1 074531 0016

H

MILLER & MILOVE

ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200
LA JOLLA, CALIFORNIA 92037
OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

June 11, 2008

Mark W. Pearlstein
McDermott Will & Emery
28 State Street
Boston, Massachusetts 02109-1775

VIA FACSIMILE: 617-535-3800 AND U.S. MAIL

Re: Dodger Inc. and Gold Inc. et al. v. Brookstreet Securities Corp., et al.
FINRA Case No. 07-02060
Subpoena to Interactive Data Corporation

Dear Mr. Pearlstein:

We have reviewed your letter of June 10, 2008. We would have several comments with respect to the objection that the subpoena is overbroad and presents an undue burden. However, it is my understanding that even if we could persuade you that the subpoena is more narrow than your letter suggests and we could persuade you that it does not present an undue burden, your client would nonetheless refuse to produce documents in response to the subpoena.

Please let me know if my understanding is incorrect.

Very truly yours,

Brian D. Miller

Brian D. Miller

BDM/ln
C07004044.ltr

P. 1

* * * Communication Result Report (Jun. 11. 2008 11:05AM) * * *

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Date/Time: Jun. 11. 2008 11:04AM

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1380	Memory TX	916175353800	P. 2	OK	

Reason for error
E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max E-mail size
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7020 FAY AVENUE, SUITE 300
LA JOLLA, CALIFORNIA 92037

OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

FACSIMILE TRANSMISSION

RE: Subpoena to Interactive Data Corp

TO: Mark Pearlstein

FAX: 617-535-3800

FROM: BRIAN MILLER

PHONE: (619) 696-5200
FAX: (619) 696-5393

DATE: 6/11/2008

Number of Pages (including cover page): 2

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ATTORNEYS AT LAW
7825 FAY AVENUE, SUITE 200
LA JOLLA, CALIFORNIA 92037

OFFICE: (619) 696-5200 FACSIMILE: (619) 696-5393

FACSIMILE TRANSMISSION

RE: Subpoena to Interactive Data Corp.

TO: Mark Pearlstein

FAX: 617-535-3800

FROM: BRIAN MILLER

PHONE: (619) 696-5200
FAX: (619) 696-5393

DATE: 6/11/2008

Number of Pages (including cover page): 2

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Mark W. Pearlstein
Attorney at Law
mpearlstein@mwe.com
617 535 4425

June 13, 2008

VIA FACSIMILE AND MAIL 619.696.5393

Brian D. Miller, Esq.
Miller & Milove
7825 Fay Avenue, Suite 200
LaJolla, CA 92037

Re: *Dodger Inc. and Gold Inc. et al. v. Brookstreet Securities Corp., et al.*
FINRA Case No. 07-02060
Subpoena to Interactive Data Corporation

Dear Mr. Miller:

I am writing in response to your letter to me dated June 11, 2008. As set forth in my May 20, 2008 and June 10, 2008 letters to you, the arbitration subpoena to Interactive Data Corporation ("Interactive Data") suffers from a number of infirmities, each of which would provide a sufficient ground to deny the subpoena's enforcement. Accordingly, Interactive Data respectfully declines to produce documents in response to the arbitration subpoena based on each such ground.

If you would like to discuss this matter, please do not hesitate to contact me.

Very truly yours,

Mark W. Pearlstein

MWP/dal

cc: Laura McLane, Esq.

BST99 1574574-1 074531 0016

06/13/2008 08:51 FAX 617 535 3800 McDERMOTT, WILL & EM. 001/002

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FACSIMILE

Date: June 13, 2008 Time Sent:

To:	Company:	Facsimile No:	Telephone No:
Brian D. Miller, Esq.	Miller & Milove	619.696.5393	619.696.5200

From:	Mark W. Pearlstein	*Direct Phone:*	617.535.4425
E-Mail:	mpearlstein@mwe.com	*Direct Fax:*	617.535.3800
Sent By:	Debbie Looke	*Direct Phone:*	617 535 3984
Client/Matter/Tkpr.	074531-0016-05663	*Original to Follow by Mail:*	Yes
		Number of Pages, Including Cover:	2

Re: Dodger, Inc. and Gold, Inc., et al. v. Brookstreet Securities Corp., et al.

Message:

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Main Facsimile: 617.535.3800 Facsimile Operator: 617 535 4000

U.S. practice conducted through McDermott Will & Emery LLP.
28 State Street Boston, Massachusetts 02109-1775 Telephone: 617.535.4000

BST99 1574057-1.074531 0016

J

Ramos, Rosemenie

From: James Bowersox
Sent: Tuesday, June 17, 2008 11:16 AM
To: Union, Paula R; Union, Paula R
Cc: Western Processing Center; Milton Frosburg; Patricia Reilly
Subject: Case 07-02060. Dodger v Brookstreet et al

CONFIDENTIAL

Dear Ms. Union,
This email is my response to your letter of June 10 enclosing
(1) Claimant's Motion to Compel dated May 23, 2008
(2) Respndent Brookstreet Securities Response dated May 28, 2008, and
(3) Respondent National Finanacial Services's response dated June 4, 2008.

The following Order is based upon the papers and no pre-hearing conference has been held.

The Order of the Chair follows:

1. The subpoena to IDS will not be re-issued since it is unlikely that IDS will respond. Claimants may have to seek relief in the courts.

2. Miller & Milove are ordered to communicate with all parties in the same manner as they use with FINRA. This will allow for timely responses where appropriate

3. Claimant's Counsel, Miller & Milove and Rosondent's Counsel, Thelen, are ordered to reach agreement on a Confidentiality Agreement within 10 business days from receipt of the Order so Discovery may proceed in producing the agreements cited in the correspondence between the parties.

4. The Panel will not tolerate the failure of the parties to be fully and quickly responsive in discovery matters as required by FINRA regulations. A full range of sanctions is available to the Panel if necessary.

5. Claimants are ordered to produce a written narrative identifying the documents and producing those identified in the 99-90 listing and as outlined in the Thelen letter of June 4, 2008.

6. Brookstreet's custodian of records, Ms Julie Mains, is ordered to provide Claimant access to the warehouse collection of Brookstreet records at the earliest date that is acceptable to both parties but no later than 10 business days following receipt of this order. This order should be considered as the Panel's response to Mr. Fehn's letter of May 28, 2008. However, Claimants will pay for reasonable costs related to the document search.
Claimant will promptly provide copies to all parties' counsel of their requests for production and the respnses thereto between Claimant and Brookstreet.

7 Brookstreet's Counsel will immediatly provide to Claimant the name(s) and contact information of the "independent operator in the midwest". Counsel will also provide all pertinent Brookstreet Focus Reports as requested by Claimant. Claimants have agreed to cover reasonable retrieval costs.

I believe the above numbered items cover the matters contained in the correspondence received in your letter of June 10, 2008 and are SO ORDERED

6/17/2008

James H. Bowersox
Chair

6/17/2008

EXHIBIT B

EXHIBIT B

DECLARATION OF SIGAL LEWKOWICZ

I, Sigal Lewkowicz, declare and state as follows:

1. I am a Senior Attorney for INTERACTIVE DATA CORP. ("IDCO") and INTERACTIVE DATA PRICING AND REFERENCE DATA, INC. ("PRD").

2. I have personal knowledge of the information set forth herein or obtained it from sources within IDCO and PRD believed to be reliable.

3. IDCO is a global provider of financial market data, analytics and related services to financial institutions, active traders and individual investors. Its businesses supply real-time market data, pricing, evaluations and reference data for millions of securities traded around the world, including hard-to-value instruments.

4. PRD, a subsidiary of Respondent IDCO, is a source to the institutional investment community for market data and financial information. It collects, edits, maintains, and delivers data on more than 6 million securities, including daily evaluations for approximately 2.5 million fixed income and international equity issues.

5. IDCO and PRD are Delaware corporations with principal places of business in Bedford, Massachusetts.

6. On April 25, 2008, a subpoena was issued to IDCO and PRD in aid of a FINRA arbitration to which neither IDCO nor PRD are parties. IDCO and PRD have objected to the subpoena on a number of grounds, including the following: The subpoena is unenforceable, as it seeks pre-hearing discovery from a non-party in aid of a FINRA arbitration governed by the Federal Arbitration Act, 9 U.S.C. § 7; the subpoena provided IDCO with an unreasonably short time (two business days after service) to produce documents in response thereto; and the subpoena is vastly overbroad and would impose an undue burden and expense on IDCO and PRD. Indeed, the subpoena seeks a vast volume of documents from IDCO and PRD and, as set forth in more detail below, producing documents in response to the subpoena

McDermott Will & Emery LLP
Attorneys at Law
Los Angeles

would cost IDCO and PRD in excess of $1.6 million.

7. First, the subpoena's definitions are sweeping. For example, the definition of "Interactive Data Corporation" or "IDCO" purports to include several businesses that have no connection whatsoever to this matter, as well as their employees. The only entity that produces the subject evaluations is PRD. The definition of "Subject CMOs" in the subpoena is also enormously overbroad, as it calls for "Collateralized Mortgage Obligations, derivatives and . . . all other securities appearing in client accounts including [the 50 items specifically listed]." The PRD subsidiary of Interactive Data evaluates approximately 1.2 million mortgage related securities, out of which approximately 135,000 are CMOs. In addition, the definition includes derivatives, which is a very broad term that encompasses many types of fixed income and equity instruments. Moreover, as the definition also includes "all other securities appearing in client accounts," it purports to encompass the full universe of the more than 6 million securities that PRD covers.

8. The document requests themselves, which are informed by the subpoena's sweeping definitions, are also enormously and unreasonably broad. Responding to them would be extremely costly and would require substantial and enormously disruptive effort on the part of IDCO's and PRD's employees and attorneys. For example, responding to the first request, which calls for "[a]ll documents *relating to*[1] the pricing of the 'SUBJECT CMOs' on behalf of NFS and/or Brookstreet Securities from January 2004 through September 2007," would consume an enormous amount of time, at significant expense. NFS receives a full universe file of CMOs on a daily basis, and IDCO and PRD are not privy to information regarding which securities are held by NFS' clients. Accordingly, providing responsive data regarding the CMO universe would require the search

---

[1] Emphasis added.

McDermott Will & Emery LLP
Attorneys at Law
Los Angeles

and review of the following types of databases and sources of information:

- The tracking query database: In order to research a specific security identifier and its relationship to a client, an estimated 15 minutes would need to be spent per identifier to produce the available information. Therefore, to research the full universe of CMOs, approximately 33,750 hours would be required. Moreover, in order to perform the search in a comprehensive and accurate manner, it would have to be performed by a customer service manager. Based on these assumptions and further assuming an hourly rate of approximately $50 (multiplied by the approximately 33,750 hours it would take to perform the search), the resulting cost would be approximately $1,687,500.00. Moreover, due to confidentiality considerations, additional time would be required in order to ensure that documents do not contain records of communications with NFS that relate to NFS clients other than Brookstreet.

- EVS Data: This data consists of documents reviewed by evaluators, including market research, trade information, and similar data. The cost of providing this data would vary depending on whether the request is construed to encompass the full universe of CMOs, or is limited to the 50 CMOs explicitly listed in the subpoena. If the full universe of CMOs is considered, it would take a data collection employee approximately one month to complete the job. If the request were limited to the 50 CMOs, the cost would actually be higher because it would require an evaluator to review each security for each day that an evaluation was generated, and identify the relevant information for each such security on each day. This would consume approximately one hour per security per day. An evaluator would have to perform the work, which would consume approximately 47,000 hours, at substantial cost.

- Nearly four years of evaluated pricing history for all securities delivered to NFS: Taking into account just the universe of CMOs (approx. 135,000 securities) this equates to well over one hundred million evaluations.

8. The foregoing are examples of the burden and costs that IDCO and PRD would be forced to incur in responding to the first of the eight requests in the arbitration subpoena, and the figures set forth above do not include internal and

McDermott Will & Emery LLP
Attorneys at Law
Los Angeles

external legal costs associated with production of the documents, which are likely to be considerable.

9. Responding to the subpoena's other seven requests would only increase the costs to IDCO and PRD. For example, the breadth of the requests and the sweeping nature of the subpoena's definitions would require that employees' email files be restored, and there is no limitation in the subpoena in terms of which employees' e-mail files could contain relevant information, thus requiring restoration and review of all employees' email files. The restoration could take approximately 22 weeks, and the costs of restoration alone would be approximately $288,000. This cost does not include the actual searching and review of the e-mails. It is difficult to estimate the costs associated with such searching and review, but such tasks would greatly increase the costs of responding to the subpoena, far in excess of the figures set forth above. Moreover, the request for non-privileged files in the possession of Interactive Data's Legal Department (Request No. 3) would be expensive, as it would necessitate a careful privilege review by in-house and outside attorneys. Responding to request number 6, which seeks all documents reflecting payments received from NFS and/or Brookstreet, would also be extremely time consuming and disruptive, particularly given the subpoena's broad definition of "Subject CMOs." All documents reflecting billing and payments are saved in hard copies and archived, necessitating the identification of responsive account numbers and the archived boxes containing their information. Review of those boxes for responsive information would be expensive and disruptive, as it would take several weeks, and would need to be performed by an employee with knowledge of the billing system.

McDermott Will & Emery LLP
Attorneys at Law
Los Angeles

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief, and that this declaration was executed on August 15, 2008, in Bedford, Massachusetts.

Sigal Lewkowicz

SIGAL LEWKOWICZ

BST99 1584658-3.074531.0016

McDermott Will & Emery LLP
Attorneys at Law
Los Angeles

STATE OF MASSACHUSETTS MIDDLESEX COUNTY

On this 13th day of August, 2008, before me, the undersigned notary public, personally appeared Sigal Lewkowicz, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License, to be the person whose name is signed on the attached document in my presence.

Wendy S Cabral

Wendy S. Cabral, Notary Public

My Commission Expires: November 1, 2013

EXHIBIT C

EXHIBIT C

ARTICLES OF INCORPORATION

OF

DODGER INC.

PURSUANT TO THE NEVIS BUSINESS CORPORATION ORDINANCE 1984

AS AMENDED

OFFICE OF THE REGISTRAR OF COMPANIES
FILED
MAR 2 1990
NEVIS

NEVIS BUSINESS CORPORATION ORDINANCE 1984

ARTICLES OF INCORPORATION

For the purpose of forming a corporation pursuant to the Nevis Business Corporation Ordinance 1984, the undersigned does hereby make, subscribe, acknowledge and file in the office of the Registrar of Companies this instrument for this purpose, as follows:

1. The name of the corporation shall be:

DODGER INC.

2. The registered address of the corporation shall be Main Street at Memorial Square, P.O. Box 441, Charlestown, Nevis. The corporation's registered agent at this address shall be Corporate Services Company Limited.

3. The aggregate number of shares that the corporation is authorized to issue is One Thousand (1,000) bearer shares without par value.

The procedural provisions respecting bearer shares shall be set forth in the bylaws of the corporation.

4. The corporation shall have as its principal purpose the right to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Nevis Business Corporation Ordinance 1984.

5. The corporation shall have every power which a corporation now or hereafter organized under the Nevis Business Corporation Ordinance 1984 may have.

[redacted]

The name and address of each incorporator and subscriber of these Articles is

NAME	ADDRESS	NUMBER OF SHARES SUBSCRIBED
Conrad L. Smithen	P. O. Box 441 Charlestown, Nevis	One

IN WITNESS WHEREOF, I have executed this instrument on this 2nd day of March, 1990.

CERTIFICATE OF NOTARY PUBLIC

nd of Nevis March 2, 1990

of Charlestown

his date before me personally came Conrad L. Smithen
n to me to be the individual described in and who
uted the foregoing Articles of Incorporation of

DODGER INC.

ccordance with the provisions of Section 4 of the
s Business Corporation Ordinance 1984 and he duly
owledged to me that the execution thereof was his act
deed, and I do now set my hand and seal in witness of
e acts in accordance with the provisions of the same
ion of the Ordinance.

Notary Public

DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT

WHEREAS: Under the provisions of Section 17(1), of the Nevis ...ness Corporation Ordinance 1984, as amended, corporations ...ed under that Ordinance are required to designate a Registered ... and failure to maintain a Registered Agent shall result in ...voluntary dissolution of the corporation under Section 99(1);

...EREAS: Corporate Services Company Limited is duly licensed ... Island of Nevis Government to act as Registered Agent and ...he requirements of Section 17(1) of the Nevis Business ...tion Ordinance 1984; and

...EAS: DODGER INC.

... to comply with the provisions of the Ordinance, has ...ed Corporate Services Company Limited its Registered Agent;

...FORE: Corporate Services Company Limited hereby accepts ...on as Registered Agent for the above named corporation as ...te set forth below.

[signature]

for Corporate Services Company Limited

... 2, 1990

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a **NEVIS** corporation
FEBRUARY 13, 2007

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary : JUAN NASIELSKIER

Treasurer : SOFIA NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: ____________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 13, 2002

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary : JUAN NASIELSKIER

Treasurer : SOFIA NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 13, 2002

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By:____________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 13, 2001

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 13, 2001

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED, that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED, that each and all of the resolutions and proceedings of the directors of this corporation heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By:_______________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 13, 2000

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: [signature] ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 13, 2000

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following rectors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By: ______________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 14, 1999

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President : JUAN NASIELSKIER
Vice President : SOFIA NASIELSKIER

Secretary : SOFIA NASIELSKIER

Treasurer : JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 14, 1999

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By:______________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 14, 1998

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.,

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 14, 1998

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED, that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED, that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By:____________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 14, 1996

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

____

[illegible]

[illegible]
[illegible]
FEBRUARY [illegible]

[illegible]

[illegible]

RESOLVED, [illegible] the following officers [illegible] the ensuing year, each of [illegible] shall serve until the election of a successor [illegible]:

President: JUAN MASIELSHEIER
Vice President: SOFIA MASIELSHEIER

Secretary: SOFIA MASIELSHEIER

Treasurer: JUAN MASIELSHEIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

____

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 14, 1995

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By: ______________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
FEBRUARY 15, 1994

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
FEBRUARY 15, 1994

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By: ______________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
February 15, 1993

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
February 15, 1993

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By:______________________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
February , 15 , 1992.

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

____

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT

February 15, 1992

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:.

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By: ______________________

ACTION OF THE SOLE SHAREHOLDER
OF

DODGER INC.

a NEVIS corporation

BY WRITTEN CONSENT
February 14, 1991

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED, that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

JUAN NASIELSKIER

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED, that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (1 SHARES)

By: ____________________

ACTION OF THE SOLE DIRECTOR
OF
DODGER INC.
a NEVIS corporation
February 14, 1991

The following resolutions are hereby adopted by written consent of the sole director of this corporation :

ELECTION OF OFFICERS

RESOLVED , that the corporation shall have the following officers for the ensuing year, each of whom shall serve until the election of a successor or until removed from office :

President :JUAN NASIELSKIER
Vice President :SOFIA NASIELSKIER

Secretary :SOFIA NASIELSKIER

Treasurer :JUAN NASIELSKIER

RATIFICATION OF DEPOSITORIES

RESOLVED, that the depositories presently utilized by this corporation and the signature authorizations therefore be and the same are hereby ratified and approved.

RATIFICATION OF ACTS OF OFFICERS

RESOLVED, that each and all of the resolutions and proceedings of the officers of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED: [signature] ____________________

ACTION OF THE SOLE SHAREHOLDER
OF
DODGER INC.
a NEVIS corporation

BY WRITTEN CONSENT
MARCH, 9 , 1990.

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED, that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED, that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE NO. 1 (1 SHARES)

By: ______________________

ACTION OF THE SHAREHOLDERS OF
DODGER INC.
A NEVIS CORPORATION
BY WRITTEN CONSENT
MARCH, 9 , 1990.

The following resolutions were adopted by written consent evidenced by the signature of the sole director of the corporation:

ARTICLES FILED

RESOLVED, that the copy of the Articles of Incorporation attached hereto and certified by the Minister of Foreign Affairs of the island of Nevis as a true copy of the Articles of this corporation filed in that office on March , 2 , 1990 shall be kept and maintained in the corporate records.

BY-LAWS

RESOLVED, that the By-Laws appearing in that certain document attached hereto entitled "By-Laws of DODGER INC. " are approved and adopted as the By-Laws of this corporation;

RESOLVED FURTHER, that said By-Laws shall provide for the authorized number of directors of the corporation to be two (2);

RESOLVED FURTHER, that the Secretary of the corporation is directed to certify a copy of the By-Laws and keep that copy at the corporation's principal executive office where it shall be open to inspection by the shareholders at all reasonable times during office hours.

ELECTION OF OFFICERS

RESOLVED, that the following persons shall be elected to the offices indicated:

Office	Name
President	JUAN NASIELSKIER
Vice President	SOFIA NASIELSKIER

Treasurer JUAN NASIELSKIER

Secretary SOFIA NASIELSKIER

CORPORATE SEAL

RESOLVED, that the corporate seal consisting of two concentric circles with the name of the corporation and the words DODGER INC. in one circle and the words and figures "CORPORATE," the year of incorporation and "SEAL" in the form and figures as follows

(SEAL)

be and is adopted as the seal of this corporation.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

RESOLVED, that the corporation, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against the directors and officers of the corporation from any liability or damage incurred by reason of any act performed or omitted to be performed by them in connection with the business of the corporation, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities as permitted by law. In the event of any action by a shareholder against the directors and officers of the corporation, including a corporation derivative suit, the corporation will indemnify, save harmless and pay all expenses of the directors and officers of the corporation, including attorneys' fees incurred in the defense of said action, if the directors and officers of the corporation are successful in said action. Notwithstanding the foregoing, neither the directors nor the officers shall be relieved from any liability to the shareholders or the corporation imposed by law, including liability for fraud, bad faith, willful neglect, or gross negligence. Neither the directors nor the officers shall be liable for negligence.

RESOLVED, that the form of share certificate attached hereto be and is appr[illegible]d and adopted as the shar[illegible] certificate of this corporation.

INCORPORATION EXPENSES

RESOLVED, that the President or Vice President and the Treasurer of this corporation be, and they hereby are, authorized and directed to pay the expense of the incorporation and organization of this corporation and securing the services of the Registered Agent.

AUTHORIZATION OF CORPORATE POWERS TO OFFICERS

RESOLVED, that the officers of this corporation, and each of them be, and they hereby are, authorized, directed and empowered to perform any and all acts, as they may deem to be expedient, proper, necessary, convenient or desirable, to effectuate the goals, purposes or business of this corporation, upon such terms and conditions and at such place or places as such officer or officers may deem appropriate, which power shall include, but not be limited to, the power to execute on behalf of the corporation all agreements, deeds, promissory notes, trust deeds, security and collateral agreements, governmental filings, powers of attorney, and all other instruments which this corporation might or could enter into, upon and in reference to any subject whatsoever, and to do all such things that such officer or officers may believe to be necessary or appropriate to otherwise effectuate the goals, purposes or business of the corporation.

PRINCIPAL OFFICE LOCATION

RESOLVED, that the location of the principal office of the corporation be, and the same is hereby designated and fixed, at

FUENTE DE JUPITER # 66 MEXICO CITY

until changed by subsequent action of the directors of this corporation.

ISSUANCE OF STOCK

RESOLVED, that the President and Secretary of this corporation be and they hereby are authorized, directed and empowered to issue, in their discretion, the shares of this corporation, to the extent authorized by the Articles of Incorporation to the holders of subscription rights described in the Articles of Incorporation, in such amounts and for such consideration, the value of which must be at least equal to the par value of the shares issued, in cash, services rendered, or property actually received, as from time to time shall be determined by such officers and as may be permitted by the laws of NEVIS without requiring any further approval by the Board of Directors of this corporation.

RESOLVED FURTHER, that the President and Secretary of the corporation be, and in exchange for the above-described contribution to the corporation they are hereby authorized and directed to issue 1 shares of the corporation's capital stock, evidenced by bearer certificate to the persons making said contribution.

07/02/2007 - 17:23 525291. 13 STRYGLER PAGE 19

..., that the President Juan Nasielskier
(Name)

Vice President Sofia Nasielskier Treasurer Juan Nasielskier
(Name) (Name)

or any one of them voting individually, be and they are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this corporation.

I, Juan Nasielskier, Secretary of

Dodger, Inc
(Name of Corporation)

incorporated under the laws of the State of Nevis
hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of directors of said corporation at a meeting duly held the 2 day of March 1990, at which a quorum was present and voting, and that the same has not been repealed or amended, and remains in full force effect and does not conflict with the by-laws of said corporation.

(CORPORATE SEAL)

(If No Seal, Certify That There Is No Seal. Must Be Notarized and Articles of Incorporation Attached)

Date 1-23-02

Secretary
(Must Not Be Signed By Any Officer Named In The Resolution)

Subscribed and Sworn To Before Me

This ____ Day of ______________, 19____

Notary Public
(Affix Seal)

EXHIBIT D

① Clara Filed ② [illegible] 1/300

Bylaws

of

GOLD INC.

a Corporation Formed Under the

Nevis Business Corporation Ordinance 1984,

as amended (the "Ordinance")

As Adopted on December 9, 1990

ARTICLE I

OFFICES

The principal office of the Corporation shall be located at Av. Lomas Anahuac # 133-B-1202 Mexico City . The Corporation may have such other office or offices at such other places outside of Nevis as the Board of Directors may designate or the business of the Corporation may require from time to time.

ARTICLE II

SHAREHOLDERS

Part 1. ANNUAL MEETING: The annual meeting of the shareholders shall be held on the 15 day of November at 12:00 P.M. at the principal office of the Corporation listed in Article

I hereof or at such other time, on such other day or at such other place as the Board of Directors may fix for the purpose of electing Directors and of transacting such other business as may properly come before the meeting.

Part 2. SPECIAL MEETING: Special meetings of shareholders may be called for any purpose or purposes unless otherwise prescribed by statute at any time by the President or Managing Director. Special meetings of the shareholders must be called (a) by any officer when ordered by the Board of Directors or (b) by the President, Managing Director, Secretary or Assistant Secretary whenever requested in writing to do so by shareholders owning at least one-tenth of all the outstanding shares of the Corporation entitled to vote at such meeting. If called pursuant to subsection (b) above, the request shall state the purpose or purposes of the proposed special meeting and the officer calling the meeting shall schedule the meeting within the time specified in the Ordinance. Special meetings shall be held at such place and on such date and time as may be designated in the notice thereof by the officer of the Corporation calling any such meeting. If no place is so designated, it shall be at the principal office of the Corporation listed in Article I hereof. The business transacted at any special meeting shall be limited to the purposes stated in the notice and any matters incidental thereto.

Part 3. NOTICE OF MEETINGS TO SHAREHOLDERS OF RECORD: Notice in writing of every annual and special meeting of shareholders, other than any meeting the giving of notice of which is otherwise prescribed by law, shall state the date, hour and place thereof, and in the case of special meeting, the name of the person or persons at whose direction the notice is being issued and the purpose of the meeting. Such notice shall be in writing and given personally or sent by mail, telegraph, cablegram, telex, teleprinter or other written transmission at least fifteen but not more than sixty days before the date of the meeting, to each shareholder of record entitled to vote at such meeting and to each shareholder of record who, by reason of any action proposed at such meeting would be entitled to have his shares appraised if such action where taken. If mailed, notice shall be deemed to have been delivered when deposited in the mail, postage prepaid and directed to the shareholders at his address as it appears on the record of shareholders of the Corporation or at such other address which the shareholder has notified to the Secretary. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior to the conclusion thereof the lack of notice to him.

Part 4. NOTICES OF SHAREHOLDERS' MEETINGS AND OTHER ACTIONS TO HOLDERS OF BEARER SHARES: Written notices of shareholders' meetings and notices of other actions shall be given to holders of bearer shares in one of the following manners: (a) by delivery or by mail to any bearer shareholder whose address or whereabouts is known to the Corporation, or (b) to any bearer shareholder, in person, who displays or produces the share certificate to an authorized representative of the corporation, or (c) to any bank, brokerage firm or other financial institution which is known by the Corporation to be a custodian of bearer certificates or, if notice cannot be given in the manner provided under (a), (b) or (c), then by publication in a newspaper of wide circulation in the country of presumed residence of bearer shareholders. If mailed, notice shall be deemed to have been delivered when deposited in the mail, postage prepaid and addressed to the shareholder in accordance with the provisions of this Part 4. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior to the conclusion thereof the lack of notice to him.

Part 5. QUORUM: Unless otherwise provided by the Ordinance, at any meeting of shareholders a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum. If a quorum is not present, a majority of those shares present, in person or by proxy, shall have power to adjourn any meeting until a quorum shall be present. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders and any such withdrawing shareholders shall be counted in determining the number of shares represented at such meeting.

Part 6. VOTING : Providing a quorum is present, and unless otherwise expressly provided by the Ordinance, the affirmative vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders. At any meeting of shareholders each shareholder entitled to vote any shares on any matter to be voted upon at such meeting shall be entitled to one vote on such matter for each such share, and may exercise this voting right either in person or by proxy. Any action permitted or required to be taken at a meeting may be taken without such meeting provided a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Part 7. FIXING OF RECORD DATE: For the purposes of determining shareholders entitled to notice of or to vote at any meeting of shareholders or adjournment thereof, or shareholders entitled to receive payment of any dividend, or for any other proper purpose, the Board of Directors may fix a time (the "Record Date"). The Record Date shall be not more than sixty nor less than fifteen days prior to (a) the date of any meeting of shareholders, or (b) the last day on which the consent or dissent of shareholders entitled to notice of any to vote at such a meeting (or whose consent or dissent is required or may be expressed) shall be determined, and all persons who were holders of record of voting shares at the Record Date shall be entitled to notice of and to vote at such meeting (or to express their onsent or dissent, as the case may be). The Board of Directors ix a time not exceeding sixty days preceding the date fixed for the payment of any dividend, the making of any other action, as a Record Date for the determination of the shareholders entitled to receive any such dividend, distribution, or allotment or for the purpose of such other action.

Part 8. PROOF OF BEARER SHAREHOLDER'S STATUS IN GENERAL AND AT SHAREHOLDERS' MEETINGS: A holder of bearer shares shall establish his status as shareholder for any purpose, including attendance and voting at shareholders' meeting but not including payment of dividends, in one of the following manners: (a) by presenting or producing the share certificate or (b) by depositing the share certificate in a bank, brokerage firm or other financial institution, as shall be specified in a notice to bearer shareholders, and producing an instrument to that effect executed by an officer of such institution or (c) in such other manner stated in a notice to bearer shareholders which shall adequately establish the status of bearer shareholders to the satisfaction of the authorized officers of the Corporation. For payment of dividends, a bearer shareholder shall establish his status in the manner set forth in Article VII, Part 2 of these bylaws.

Part 9. PROXY OF SHAREHOLDER: A shareholder may act by proxy in accordance with Section 65 of the Ordinance or any successor thereto.

ARTICLE III

DIRECTORS

Part 1. NUMBER AND QUALIFICATIONS. The business affairs of the Corporation and all corporate powers shall be managed by a Board of Directors consisting of such number of Directors as are determined by a resolution of the shareholders or a resolution of the Board of Directors. The number of Directors may be changed from time to time by a resolution of the shareholders or a resolution of the Board of Directors; provided, however, that the entire Board shall consist of not less than three Directors unless all shares of the Corporation are held by fewer than three shareholders, in which case the number of Directors may not be fewer than the number of shareholders. Directors may be natural persons, or corporations, of any nationality and need not to be residents of Nevis or shareholders of the Corporation.

Part 2. ALTERNATE DIRECTORS: At any annual shareholders' meeting, the shareholders may elect a person or persons to act as Directors in the alternative to designated persons elected as Directors of the Corporation (hereinafter referred to as "Alternate Directors") or may authorize the Directors for the time being in office to appoint such Alternate Directors and any person so appointed shall have all the rights and powers of the Director for whom he is appointed in the alternative,save that he shall not be entitle to attend and vote at any meeting of the

Directors otherwise than in the absence of such Director. Where an Alternate Director has been appointed for any Director, such Director shall promptly notify such Alternate Director of the time and place of any meeting which such Director will not attend.Unless otherwise provided in the resolution appointing each Alternate Director,where an Alternate Director and a proxy for the same Director are both actively assuming rights or duties of such Director, the status of the proxy shall be superior.

Part 3. ELECTION OF DIRECTORS. Except as otherwise provided in the Ordinance or in these bylaws, the Directors (other than the first Board of Directors if named in the Articles of Incorporation or appointed by the incorporators) shall be elected at each annual meeting of shareholders. Each Director and Alternate Director, if any, shall be elected to serve until the next annual meeting of shareholders and until his successor shall have been duly elected and qualified, except in the event of his death, resignation, removal or the earlier termination of his term of office.

Part 4. REMOVAL:Any one or all of the Directors and Alternate Directors, if any, may be removed with or without cause by a vote of the shareholders. Any Directors or Alternate Directors may be removed for cause by action of the Board.

Part 5. VACANCIES: All vacancies occurring by death, resignation, creation of new directorship, failure of the shareholders to elect the whole Board at any annual election of Directors or for any other reason, except removal without cause, may be filled either by the vote of a majority of the remaining Directors, although less than a quorum, at any regular meeting of the Board or a special meeting called for that purpose, or by vote of the shareholders. Vacancies occurring by removal of Directors or Alternate Directors without cause may be filled only by vote of the shareholders.

Part 6. REGULAR MEETINGS: Regular meetings of the Board of Directors may be held without notice if the time and place thereof are designated by resolutions of the Board in advance of such meetings and if any Directors and Alternate Directors, if any, not present when such resolution is passed are given notice of the resolution. Any proper business may be transacted at any regular meeting.

Part 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called from time to time by the President of the Managing Director,or by any other officer of the Corporation who is also a Director. In addition, the President of the Managing Director or the Secretary shall promptly call a special meeting of the Board upon written request directed to any of them by any two Directors, which request must state the purpose of such special meeting. Special meetings of the Board shall be held on such date, at such time and place and for such purposes as may be designed in the notice thereof by the officer calling the meeting pursuant to this Part.

Part 8. NOTICE OF SPECIAL MEETINGS: Notice in writing of the date, time and place of any special meeting of the Board of

Directors shall be given to each Director at least forty-eight hours prior to such meeting, unless the notice is delivered in person, in which case it shall be given at least twenty-four hours prior to such meeting. For the purpose of this section, notice shall be deemed to be duly given to a Director if given to him personally or if such notice be delivered to such Director by mail, telegraph, cablegram, telex, teleprinter or other written communication to his last known address. Notice of a meeting need not be given to any Director who submits a signed waiver before or after the meeting, or who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice to him.

Part 9. QUORUM: A quorum for transaction of business shall consist of a majority of the entire Board or Directors, present in person or by Alternate Director or proxy or conference telephone or video.

Part 10. VOTING: The vote of the majority of the Directors, present in person or by Alternate Director or proxy or conference telephone or video, at a meeting at which a quorum is present shall be the act of the Directors. Any action required or permitted to be taken at a meeting may be taken without a meeting if all Directors or their proxies consent thereto in writing. Alternate Directors may not act as Directors for the purpose of taking action without a meeting unless they also have a written proxy from the Director for whom they ar acting.

Part 11. COMPENSATION OF DIRECTORS AND MEMBERS OF COMMITTEES: From time to time the Board may, in its discretion, fix the amounts which shall be payable to its members, to Alternate Directors and to members of any committee, for attendance at the meetings of the Board, or of such committee, and for services rendered to the Corporation.

Part 12. PROXY OF DIRECTOR: Any Director or Alternate Director may appoint a proxy by an instrument in writing to act in his behalf for the purpose of exercising his powers and duties.

ARTICLE IV

COMMITTEES

Part 1. EXECUTIVE COMMITTEE AND OTHER COMMITTEES: The Board of Directors may, by resolutions passed by a majority of the entire Board, appoint from among its members an executive committee, which shall have, to the extent provided in said resolution or resolutions and permitted by law, the powers of the Board of Directors in the management of the business and affairs of the Corporation and may have the power to authorize one of its members or any corporate officer or agent to affix the seal to any corporate documents or instruments. In addition, the Board of Directors may, by resolution passed by a majority of the entire Board, appoint from among its members other committees, each of which shall perform such functions and have such authority and powers as shall be delegated to it by said resolution or resolutions, except that only the executive committee may have and exercise the powers of the Board of Directors. Members of the executive committee and any other committee shall hold office for such period as may be prescribed by the vote of a majority of the entire Board of Directors. Committees may adopt their own rules of procedure and may meet at predetermined times or on such notices as they may from time to time determine. Each committee shall keep a record of its proceedings and report the same to the Board when required. Alternate Directors may not be appointed to such committees, but may act for the Director for whom they are an alternate in exercising the powers and duties of such Director if such Director is not available in person or by proxy and if such Alternate Director is not specifically prohibited from so acting by a properly adopted resolution of the Board of Directors or the shareholders.

ARTICLE V

OFFICERS

Part 1. ELECTION AND REMOVAL: The Board of Directors shall elect as officers (a) a President,Secretary and Treasurer, or (b) a Managing Director and Secretary, and (c) such other officers as it may deem desirable or necessary to carry on the business of the Corporation. Officers may be of any nationality and may be, but are not required to be, citizens or residents of Nevis. The Managing Director is required to be a Director. Any other officers may be,but are not required to be, Directors. All officers must be natural persons except the Secretary, which may be a corporation. Any two or more offices may be held by the same person.

The Officers shall be elected annually by the Board of Directors at its first meeting following the annual election of Directors or as soon thereafter as possible. The salaries of officers,if any, and any other compensation paid to them shall be fixed from time to time by the Board of Directors. Each officer shall hold office until the first meeting of the Board of Directors following the next annual election of Directors and until his successor shall have been duly elected and qualified, except in the event of the earlier termination of his term of office through death, resignation, removal or otherwise. Any officer may be removed by the Board at any time with or without notice or hearing. Any vacancy in any newly created office may be filled for the unexpired portion of the term of such office by the Board of Directors at any regular or special meeting.

Part 2. PRESIDENT OR MANAGING DIRECTOR: The President or Managing Director shall be the chief executive officer of the Corporation, shall be responsible for the general management of the affairs of the Corporation and shall have the powers and duties usually incident to such office, except as specifically limited by appropriate resolution of the Board of Directors. He shall also have such other powers and perform such other duties as may be assigned to him by the Board of Directors. He shall preside at all meetings of shareholders at which he is present and, if he is a Director, at all meetings of the Directors.

Part 3. TREASURER: The Managing Director or, if there shall be no Managing Director, the Treasurer shall be responsible for the care and custody of the funds, securities, and other valuable effects of the Corporation and shall cause the same to be deposited in the name of the Corporation in such depositories as the Board of Directors may designate. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall have supervision over the accounts and all receipts and disbursements of the Corporation, shall render or cause to be rendered financial statements of the Corporation whenever required by the Board, shall have the powers and perform the duties usually incident to the office of Treasurer, and shall have such powers and perform such other duties as may be assigned to him by the Board of Directors.

Part 4. SECRETARY: The Secretary shall act as Secretary of all meetings of the shareholders, and if he is a Director, at all meetings of the Board of Directors at which he is present and shall record the minutes of all proceedings in a book kept for that purpose. He shall be the custodian of the corporate records and the corporate seal and shall have all powers and duties usually incident to the office of Secretary and such other powers and duties as may be assigned to him by the Board of Directors. If the Secretary is a corporation, the duties of the Secretary may be carried out by any duly authorized representative of such corporation.

Part 5. OTHER OFFICERS: Officers other than those treated in Sections 2 through 4 of this Article shall exercise such powers and perform such duties as may be assigned to them by the Board of Directors.

Part 6. BOND: The Board of Directors shall have power, to the extent permitted by law, to require any officer, agent or employee of the Corporation to give bond for the faithful discharge of his duties in such form and with such surety or sureties as the Board of Directors may deem advisable.

ARTICLE VI

SHARE CERTIFICATES

PART 1. FORM AND ISSUANCE: The shares of the Corporation shall be represented by certificates issued in numerical order and meeting the requirements of the Ordinance and the Articles of Incorporation and approved by the Board of Directors. Certificates shall be assigned by (a) the President, Managing Director, or a Vice President, and (b) by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer. These signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employee.

Part 2. TRANSFER: The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with the Articles of Incorporation or the Ordinance as they may deem concerning the issuance, registration and transfer of certificates representing shares of the Corporation's stock, and may appoint transfer agents and registrars thereof.

Part 3. LOSS OF STOCK CERTIFICATES: The Board of Directors may direct a new certificate therefore issued by the Corporation which is alleged to have been lost or destroyed, upon the submission of an affidavit to that effect by the person claiming ownership of the lost or destroyed certificate. When authorizing such issuance of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance therefor, require the owner of such lost or destroyed certificate to give the Corporation a bond in such form and for such sum as the Board may direct to indemnify the Corporation against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

ARTICLE VII

DIVIDENDS

Part 1. DECLARATION AND FORM: Dividends may be declared in conformity with law by, and at the discretion of, the Board of Directors at any regular or special meeting. Dividends may be declared and paid in cash, stock or other property of the Corporation.

Part 2. PAYMENT OF DIVIDENDS TO HOLDERS OF BEARER SHARES : Dividends shall be paid to holders of bearer shares in one of the following manners: (a) by mail to any bearer shareholder whose address in known to the Corporation, or (b) in person to any bearer shareholder who displays or produces the share certificate to an authorized representative of the Corporation, or (c) to any bank, brokerage firm or other financial institution which is known by the Corporation to be a custodian of bearer certificates, or (d) to any person surrendering to the Corporation bearer coupons, if any, attached to the bearer share certificates, or (e) in any other manner satisfactory to the authorized officers Corporation which shall adequately assure payment of the dividends to bearer shareholders, including but not limited to the establishment of escrow accounts for dividends payable to bearer shareholders whose addresses are unknown.

ARTICLE VIII

CORPORATE SEALS

Part 1. The seal of the Corporation, if any, shall bear the name of the Corporation and such other appropriate legend as the Board of Directors may from time to time determine. The corporate seal may be affixed by any officer or agent of the Corporation who is properly authorized by the Board of Directors to do so, including any properly authorized member of a committee formed under Article IV, Part 1 of these bylaws.

ARTICLE IX

FISCAL YEAR

Part 1. The fiscal year of the Corporation shall be such period of twelve consecutive months as the Board of Directors may by resolution designate.

ARTICLE X

AMENDMENTS TO BYLAWS

Part 1. BY THE SHAREHOLDERS: These bylaws may be amended, added to, altered or repealed or new bylaws may be adopted, at any meeting of shareholders of the Corporation at which a quorum is present by the affirmative vote of the holders of a majority of the shares represented at such meeting; provided, however that notice that an amendment is to be considered and acted upon is inserted in the notice or waiver of notice of said meeting.

Part 2. BY THE DIRECTORS : If the Articles of Incorporation or a bylaw adopted by the shareholders so provide, these bylaws may be amended, added to, altered or repealed, or new bylaws may be adopted, at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the entire Board, subject, however, to the power of the shareholders to alter, amend or repeal any such bylaw.

ARTICLE XI

INDEMNIFICATION

The Corporation shall indemnify any person serving as a Director or officer of the Corporation to the full extent permitted or required in Section 56(1), (2) or (3) of the Ordinance or any successor to such Section.

(1) Clara Filcas

(2) Irene Slucki

ACTION OF THE SHAREHOLDERS OF

GOLD INC.

A NEVIS CORPORATION

BY WRITTEN CONSENT
December 9, 1990

The following resolutions were adopted by written consent evidenced by the signature of the sole director of the corporation:

ARTICLES FILED

RESOLVED, that the copy of the Articles of Incorporation attached hereto entitled "By-Laws of GOLD INC." are approved and adopted as the By-Laws of this corporation;

BY-LAWS

RESOLVED FURTHER, that said By-Laws shall provide for the authorized number of directors of the corporation to be a maximum of 2.

RESOLVED FURTHER, that the Secretary of the corporation is directed to certify a copy of the By-Laws and keep that copy at the corporation's principal executive office where it shall be open to inspection by the shareholders at all reasonable times during office hours.

ELECTION OF OFFICERS

RESOLVED, that the following persons shall be elected to the offices indicated:

Office	Name
President	CLARA FILTZER
Vice President	IRENE SLUCKI
Treasurer	IRENE SLUCKI
Secretary	CLARA FILTZER

EXHIBIT E

EXHIBIT E

ARTICLES OF INCORPORATION

OF

BORUJ INC.

PURSUANT TO THE NEVIS BUSINESS CORPORATION ORDINANCE 1984

AS AMENDED

OFFICE OF THE REGISTRAR OF ... FILED DEC 4 1990 NEVIS

NEVIS BUSINESS CORPORATION ORDINANCE 1984

ARTICLES OF INCORPORATION

For the purpose of forming a corporation pursuant to the Nevis Business Corporation Ordinance 1984, the undersigned does hereby make, subscribe, acknowledge and file in the office of the Registrar of Companies this instrument for this purpose, as follows:

1. The name of the corporation shall be:

BORUJ INC.

2. The registered address of the corporation shall be Memorial Square, P.O. Box 556, Charlestown, Nevis. The corporation's registered agent at this address shall be Morning Star Holdings Limited.

3. The aggregate number of shares that the corporation is authorized to issue is One Thousand (1,000) bearer shares without par value.

The procedural provisions respecting bearer shares shall be set forth in the bylaws of the corporation.

4. The corporation shall have as its principal purpose the right to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Nevis Business Corporation Ordinance 1984.

The corporation shall have every power which a corporation now or hereafter organized under the Nevis Business Corporation Ordinance 1984 may have.

The name and address of each incorporator and subscriber of these Articles is

NAME	ADDRESS	NUMBER OF SHARES SUBSCRIBED
Myrna C. Liburd	P. O. Box 556 Charlestown, Nevis	One

IN WITNESS WHEREOF, I have executed this instrument on this 4th day of December, 1990.

[signature]

ACTION OF THE SOLE SHAREHOLDER
OF

BORUJ INC.

a NEVIS corporation

BY WRITTEN CONSENT
December 9, 1990

The following resolutions are hereby adopted by written consent evidenced by the signature of the sole shareholder of this corporation:

ELECTION OF DIRECTORS

RESOLVED , that the corporation shall have the following directors for the ensuing year, each of whom shall serve until the election of a successor or until removed from office:

Lia Hering de Nasielskier

RATIFICATION OF ACTS OF DIRECTORS

RESOLVED , that each and all of the resolutions and proceedings of the directors of this corporation, heretofore adopted and taken in transacting and promoting the purposes, objects and interests of the corporation be, and they are hereby approved, ratified and made the actions and deeds of the corporation.

APPROVED:

BEARER STOCK CERTIFICATE No.1 (-1- SHARES)

By: (1) ____________________

CORPORATE SEAL

RESOLVED, that the corporate seal consisting of two concentric circles with the name of the corporation and the words GOLD INC. in one circle and the words and figures "CORPORATE" , the year of incorporation and "SEAL" in the form and figures as follows:

be and is adopted as the seal of this corporation.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

RESOLVED, that the corporation, its receiver, or its trustee shall indemnify, save harmless, and pay all judgements and claims against the directors and officers of the corporation from any liability or damage incurred by reason of any act performed or omitted to be performed by them in connection with the business of the corporation, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities as permitted by law. In the event of any action by a shareholder against the directors and officers of the corporation, including a corporation derivative suit, the corporation will indemnify, save harmless and pay all expenses of the directors and officers of the corporation, including attorneys' fees incurred in the defense of said action, if the directors and officers of the corporation are successful in said action. Notwithstanding the foregoing, neither the directors nor the officers shall be relieved from any liability to the shareholders or the corporation imposed by law, including liability for fraud, bad faith, willful neglect, or gross negligence. Neither the directors nor the officers shall be liable for negligence.

SHARE CERTIFICATE

RESOLVED, that the form of share certificate attached hereto be and is approved and adopted as the share certificate of this corporation.

INCORPORATION EXPENSES

RESOLVED, that the President or Vice President and the Treasurer of this corporation be, and they hereby are, authorized and directed to pay the expense of the incorporation and organization of this corporation and securing the services of the Registered Agent.

AUTHORIZATION OF CORPORATE POWERS TO OFFICERS

RESOLVED, that the officers of this corporation, and each of them be, and they hereby are, authorized, directed and empowered to perform any and all acts, as they may deem to be expedient, proper, necessary, convenient or desirable, to effectuate the goals, purposes or business of this corporation, upon such terms and conditions and at such place or places as such officer or officers may deem appropriate, which power shall include, but not be limited to, the power to execute on behalf of the corporation all agreements, deeds, promissory notes, trust deeds, security and collateral agreements, governmental filings, powers of attorney, and all other instruments which this corporation might or could enter into, upon and in reference to any subject whatsoever, and to do all such things that such officer or officers may believe to be necessary or appropriate to otherwise effectuate the goals, purposes or business of the corporation.

PRINCIPAL OFFICE LOCATION

RESOLVED, that the location of the principal office of the corporation be, and the same is hereby designated and fixed, at Av. Lomas Anahuac # 133-B-1202 Mexico City until changed by subsequent action of the directors of this corporation.

ISSUANCE OF STOCK

RESOLVED, that the President and Secretary of this corporation be and they hereby are authorized, directed and empowered to issue, in their discretion, the shares of this corporation, to the extent authorized by the Articles of Incorporation to the holders of subscription rights described in the Articles of Incorporation, in such amounts and for such consideration, the value of which must be at least equal to the par value of the shares issued, in cash, services rendered, or property received, as from time to time shall be determined by such officers and as may be permitted by the laws of Nevis without requiring any further approval by the Board of Directors of this corporation.

RESOLVED FURTHER, that the President and Secretary of the corporation be, and in exchange for the above described contribution to the corporation they are hereby authorized and directed to issue one share of the corporation's capital stock, evidenced by bearer certificate to the persons making said contribution.

① [signature]

② [signature]

PROOF OF SERVICE BY MAIL
FRCP 5(b)(1)(C)
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2049 Century Park East, Suite 3800, Los Angeles, California 90067-3218.

On **August 13, 2008**, I served the foregoing document described as **NOTICE OF REMOVAL; SUPPORTING DECLARATION** on the interested parties of record in the action by:

☐ placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

☒ placing ☐ the original ☒ a true copy thereof enclosed in a sealed envelope addressed as follows:

Brian D. Miller, Esq.
Bradd L. Milove, Esq.
Christopher J. Hayes, Esq.
Miller & Milove
7825 Fay Avenue, Suite 200
La Jolla, CA 92037

☒ **BY MAIL**

☒ I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on **August 13, 2008**, at Los Angeles, California.

Bernadette W. Nembhard [signature: Bernadette W. Nembhard]

PROOF OF SERVICE BY FEDERAL EXPRESS
FRCP 5(b)(1)(F)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2049 Century Park East, Suite 3400, Los Angeles, California 90067.

On **August 13, 2008**, I served the foregoing document described as **NOTICE OF REMOVAL; SUPPORTING DECLARATION** on the interested parties of record in the action by placing a true copy thereof enclosed in a sealed Federal Express envelope addressed as follows:

Brian d. Miller, Esq.
Bradd L. Milove, Esq.
Christopher J. Hayes, Esq.
Miller & Milove
7825 Fay Avenue, Suite 200
La Jolla, CA 92037

I am "readily familiar" with the firm's practice of collection and processing correspondence for delivery by Federal Express. Under that practice it would be deposited for collection by Federal Express on that same day with fees thereon fully prepaid at Los Angeles, California in the ordinary course of business.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on **August 13, 2008**, at Los Angeles, California.

Bernadette W. Nembhard [signature]

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

ORIGINAL

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

BY FAX

2008 AUG 13 PM 4:23

CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

BY: DEPUTY

I. (a) PLAINTIFFS

Dodger, Inc.; Gold, Inc.; Boruj, Inc.; Salomon Helfon Tuachi

(b) County of Residence of First Listed Plaintiff: unknown (non-U.S.)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Miller & Milove; 7825 Fay Avenue, Suite 200; La Jolla, CA 92037; (619) 696-5200

DEFENDANTS

Interactive Data Corp.; Interactive Data Pricing and Reference Data, Inc.; Does 1 through 10, inclusive

County of Residence of First Listed Defendant: n/a
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

'08 CV 1476 JM POR

Attorneys (If Known)

McDermott Will & Emery LLP; 2049 Century Park East, 38th Fl.; Los Angeles, CA 90067-3208; (310) 277-4110

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☒ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. sections 1332 and 1441

Brief description of cause: Removal of petition to enforce arbitration subpoena

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 — DEMAND $ — CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE n/a DOCKET NUMBER n/a

DATE: 08/13/2008

SIGNATURE OF ATTORNEY OF RECORD: [signature]

FOR OFFICE USE ONLY

RECEIPT # 154016 AMOUNT $350 APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

TAC 8/13/08

CK

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 154016 - TC

August 13, 2008
16:25:18

Civ Fil Non-Pris
USAO #.: 08CV1476
Judge..: JEFFREY T MILLER
Amount.: $350.00 CK
Check#.: BC23528

Total-> $350.00

FROM: DODGER INC.
VS
INTERACTIVE DATA CORP.